

**AMAZON AT UNIVERSITY OF MASSACHUSETTS AMHERST STORE AGREEMENT
(COVER PAGE)**

University:	University of Massachusetts, Amherst, a public institution of higher learning within the Commonwealth of Massachusetts.					
Parties:	Amazon Pickup Points, Inc., Amazon Fulfillment Services, Inc., University, and the University of Massachusetts Building Authority (“UMBA”).					
Commission:	2.5% of Qualifying Revenues from Subscribed Customers who shipped their Purchases to a shipping address located within the Campus Area; <i>plus</i> 0.5% of Qualifying Revenues from Subscribed Customers who shipped their Purchases to a shipping address located outside of the Campus Area; <i>plus</i> 2.5% of Qualifying Revenues from Subscribed Customers for Purchases of Digital Products.					
Guaranteed Annual Payment:	\$375,000 for the first year after the Store Launch Date, \$465,000 for the second year after the Store Launch Date, and \$610,000 for the third year after the Store Launch Date.					
Campus Area:	The geographic area corresponding to the following United States ZIP codes: 01002, 01003, 01060, 01375, 01035, and 01373.					
Co-branded sub-domain:	umass.amazon.com					
Effective Date:	March 1, 2015					
Notices and Payment Information:	<table><tr><td><u>IF SENT TO AMAZON:</u> Amazon Pickup Points, Inc. 410 Terry Avenue North Seattle, WA 98109-5210 Facsimile: (206) 266-7010 Attn: General Counsel</td><td><u>IF SENT TO UNIVERSITY:</u> University of Massachusetts Amherst 340 Whitmore Administration Building 181 Presidents Drive Amherst, MA 01003-9313 Facsimile: 413-545-2114 Attn: Ruth Yanka</td></tr><tr><td><u>IF SENT TO UMBA:</u> University of Massachusetts Building Authority 225 Franklin Street, 12th Floor Boston, MA 02110 Attn: Executive Director with a copy to General Counsel</td><td><u>University ACH payment information:</u> To be provided under separate cover.</td></tr></table>		<u>IF SENT TO AMAZON:</u> Amazon Pickup Points, Inc. 410 Terry Avenue North Seattle, WA 98109-5210 Facsimile: (206) 266-7010 Attn: General Counsel	<u>IF SENT TO UNIVERSITY:</u> University of Massachusetts Amherst 340 Whitmore Administration Building 181 Presidents Drive Amherst, MA 01003-9313 Facsimile: 413-545-2114 Attn: Ruth Yanka	<u>IF SENT TO UMBA:</u> University of Massachusetts Building Authority 225 Franklin Street, 12 th Floor Boston, MA 02110 Attn: Executive Director with a copy to General Counsel	<u>University ACH payment information:</u> To be provided under separate cover.
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Attachments:	Addendum A: Co-Branded Experience Addendum B: Fees and Payment Terms Addendum C: Marketing Commitments Addendum D: Terms and Conditions Addendum E: University Marks Addendum F: Mutual Nondisclosure Agreement Addendum G: Amazon Store Addendum H: Occupancy					

This Amazon at University of Massachusetts Amherst Store Agreement (this "**Agreement**") is made and entered into by and between Amazon Pickup Points, Inc., a Delaware corporation, Amazon Fulfillment Services, Inc., a Delaware corporation (together with their U.S. Affiliates, "**Amazon**"), the University specified above, and UMBA. UMBA may enforce its right to receive notices under this Agreement and is a signatory to this Agreement solely for the purpose of (1) entitling it to such permissive rights and (2) the obligations set forth in Addendum D, Section 8, and Addendum H, and shall have no other rights or obligations under this Agreement. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with Amazon or University, as appropriate. This Agreement consists of this Cover Page together with the Attachments specified above. This Agreement is not an offer by Amazon and is not effective unless and until executed by both Parties. This Agreement is executed by duly authorized representatives of the Parties to be effective as of the Effective Date.

[Remainder of page intentionally left blank.]



<p><u>Amazon Pickup Points, Inc.</u></p> <p>DocuSigned by: Signature: <u>Ripley MacDonald</u> Name: <u>Ripley MacDonald</u> Title: <u>Director, Student Programs</u> Date Signed: <u>12/12/2014</u></p>	<p><u>University</u></p> <p>Signature: <u>[Signature]</u> Name: <u>JAMES P. Sheehan</u> Title: <u>Vice Chancellor Administration & Finance</u> Date Signed: <u>12-18-2014</u></p>
<p><u>Amazon Fulfillment Services, Inc.</u></p> <p>DocuSigned by: Signature: <u>Ripley MacDonald</u> Name: <u>Ripley MacDonald</u> Title: <u>Director, Student Programs</u> Date Signed: <u>12/12/2014</u></p>	<p><u>University of Massachusetts Building Authority</u></p> <p>Signature: <u>[Signature]</u> Name: <u>Patricia Filippone</u> Title: <u>Executive Director</u> Date Signed: <u>12/16/2014</u></p>

Addendum A Co-Branded Experience

1. Generally. Commencing on the Online Launch Date and thereafter during the Term (as defined in Addendum D), Amazon will create and maintain a co-branded sub-domain within the US amazon.com website (the “**Amazon Site**”), at the internet address specified on the Cover Page of this Agreement (the “**Co-Branded Experience**”). The Parties agree that the name of the Co-Branded Experience will be ‘UMass Amherst Student Store on Amazon’.

2. Online Launch Date. The “**Online Launch Date**” means the date upon which the Parties first make the Co-Branded Experience publicly available. The Parties intend that the Online Launch Date will occur on or before March 3, 2015. Neither Party will be in breach of this Agreement if the foregoing date is not met.

3. Subscription.

3.1 During the Term, a customer will be deemed to be a “**Subscribed Customer**” when that customer (a) enters the University sub-domain for the Co-Branded Experience by directly accessing the URL for the University sub-domain (e.g., types the web address directly into the customer’s browser); (b) clicks on a text link, display advertisement, or similar online advertising on any University Site (as defined below) or other University-issued electronic communication that links to the Co-Branded Experience; (c) joins Amazon Student using a valid University .edu email address; or (d) clicks on a link to the Co-Branded Experience or to an Amazon product detail page from within University’s LMS (as defined in Addendum D) or SIS (as defined in Addendum D). “**Amazon Student**” means the Amazon membership program targeted at college students, described at www.amazon.com/student.

3.2 A Subscribed Customer may opt out of subscription at any time by adjusting settings for the Co-Branded Experience located in the “Campus Settings” section of the Co-Branded Experience (which may be renamed or relocated in the future). If a Subscribed Customer violates any Amazon terms, conditions, or policies, Amazon may suspend, terminate, or unsubscribe the customer account (at which time the customer will no longer be a Subscribed Customer). If a Subscribed Customer subscribes to an Amazon co-branded experience associated with another organization, the customer will no longer be a Subscribed Customer.

4. Site Control. Subject to Amazon’s use of the University Marks (as defined in Addendum D) in accordance with this Agreement, Amazon will be solely responsible for determining the content, appearance, functionality, and all other aspects of its websites (including the Co-Branded Experience), and may redesign, modify, and alter the Content (as defined in Addendum D), appearance, and functionality of its websites from time to time.

5. University Obligations.

5.1 Cooperation; Resources. University will cooperate with Amazon to facilitate the development, integration, and launch of the Co-Branded Experience.

5.2 University Site. University will be solely responsible for the operation of its own website(s) and intranet site(s), including its LMS and SIS (collectively, the “**University Site**”), including its development, operation, and maintenance and all materials that appear on or within it. For example, University will be solely responsible for:

- (a) the technical operation of the University Site and all related equipment;
- (b) displaying Content, including hyperlinks to the Co-Branded Experience, on the University Site in compliance with this Agreement;
- (c) materials posted on the University Site;
- (d) using the Content, the University Site, and the materials on or within the University Site in a manner that does not infringe, violate, or misappropriate any of Amazon’s rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights); and
- (e) any use that University makes of the Content and the Amazon Marks (as defined in Addendum D), whether or not permitted under this Agreement.

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Addendum B Fees and Payment Terms

1. Commission. In consideration of the mutual promises in this Agreement, Amazon will, beginning as of the Online Launch Date, pay University commissions (“**Commission**”) in an amount equal to the percentage of Qualifying Revenues as set forth on the Cover Page of this Agreement, in accordance with Section 2 of this Addendum.

1.1 Definitions.

(a) “**Adjustment Amount**” means an amount equal to the sum of the number of days in a given Operational Year that the Store is subject to a material adverse limitation on the business, operations or finances of the Store, due to no fault of Amazon (e.g., due to Force Majeure (as defined in Addendum D) divided by three hundred and sixty-five (365), and multiplied by the Guaranteed Annual Payment.

(b) “**Digital Products**” means Products sold under the name “Amazon MP3”, “Amazon Shorts”, “eDocs”, “Amazon Instant Video”, “Amazon Software Downloads”, “Game Downloads” and “Kindle Books”, “Kindle Newspapers”, “Kindle Blogs”, “Kindle Newsfeeds”, or “Kindle Magazines.”

(c) “**Excluded Product**” means any product identified on the Amazon Campus Program Excluded Products page located at <http://www.amazon.com/gp/feature.html?ie=UTF8&docId=1002977251> or any replacement page, as may be updated by Amazon in its sole discretion from time to time. ‘Excluded Product’ is not intended to include FOD Adopted Course Materials.

(d) “**Operational Year**” means each 365-day period beginning on the Store Launch Date (as defined in Addendum G) and each anniversary of the Store Launch Date during the Term. The Parties acknowledge that the final Operational Year of the Term will be less than 365 days.

(e) “**Products**” means any item sold on the Amazon.com site, other than any Excluded Product.

(f) “**Qualifying Purchases**” means purchases of Products (including Digital Products) made by Subscribed Customers (as described in Addendum A), excluding any purchase of Products made by Subscribed Customers that are attributable to the Amazon Associates Program or the Amazon Smile Program at the time of such purchase.

(g) “**Qualifying Revenues**” means amounts Amazon receives from Subscribed Customers’ Qualifying Purchases, excluding shipping, handling, and gift-wrapping fees, taxes, and service charges, and less any rebates, credit card processing fees, returns, and bad debt.

2. Payment Terms. Amazon will pay University the Commission payable to University by the sixtieth (60th) day after the end of each calendar quarter during the Term. The Commission payable by Amazon pursuant to this Agreement will be made via ACH transfer to the University account set forth on the Cover Page to this Agreement. Notwithstanding any other provision of this Agreement, with University’s written approval (which may not be unreasonably withheld), Amazon may withhold or deduct from and offset against any amounts to be remitted or paid by Amazon to University under this Agreement any amounts payable by University to Amazon (in reimbursement or otherwise). If University fails to respond to any written Amazon request for approval of a deduction amount within 7 business days, such request will be deemed approved.

3. Guaranteed Annual Payment. If, as of each of the first three anniversaries of the Store Launch Date, the aggregate Commission paid to University during the trailing twelve months is less than the Guaranteed Annual Payment specified on the Cover Page of this Agreement, Amazon will pay University the difference between the Guaranteed Annual Payment and the aggregate Commission paid to University during such period, minus any Adjustment Amount (the resulting difference, the “**True-Up Amount**”). Amazon will pay any True-Up Amount due to University within sixty (60) days following the applicable anniversary of the Store Launch Date. Notwithstanding the foregoing, the Guaranteed Annual Payment will not apply if University materially breaches this Agreement, or this Agreement is terminated by Amazon pursuant to Section 1.2 of Addendum D.

4. Reporting. After the end of each month during the Term, Amazon will provide University with a report summarizing the total Qualifying Revenues and the total Commission for such month. Amazon will also provide a statement setting forth product revenue by product category and the applicable percentage of Qualifying Revenues from Subscribed Customers who shipped their purchases to a shipping address located within and outside of the Campus Area. To the extent University has questions about the data supplied by Amazon in any reports, or the

amount or calculation of Commission paid pursuant to Section 2 of this Addendum B, the Parties will engage in good faith efforts to resolve such questions and, upon University's reasonable request, Amazon will furnish back-up documentation sufficient to verify the accuracy and completeness of such reports, and to demonstrate the manner in which Commission owed was calculated. University may download a copy of Amazon's audited company financial statements from Amazon's investor relations website, located at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-irhome> or any replacement page, as may be updated by Amazon from time to time.

5. Business Review. During the first year of the Agreement, an Amazon representative and University's Executive Director of Auxiliary Enterprises will meet at least once per calendar quarter to review the performance of the Co-Branded Experience and Store. Amazon will also provide a statement setting forth Qualifying Revenues by product category for Textbooks (e.g. new, used, rental, digital, coursepack, Custom Textbook Bundle, etc.). Thereafter, an Amazon representative and University's Executive Director of Auxiliary Enterprises will meet at least semi-annually for the same purpose.

6. Tax Exempt Status. The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the Term, the University will reimburse Amazon for any cost or expense incurred. Any other taxes imposed on Amazon on account of this Agreement will be borne solely by Amazon. University may charge and Amazon will pay applicable national, state or local sales or use taxes or value added taxes that University is legally obligated to charge ("Taxes"), provided that such Taxes are stated on the original invoice that University provides to Amazon and University's invoices state such Taxes separately and meet the requirements for a valid tax invoice. Amazon may provide University with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, University will not charge and or collect the Taxes covered by such certificate. Either Party may deduct or withhold any taxes that such Party may be legally obligated to deduct or withhold from any amounts payable to the other Party under this Agreement, and payment to the other Party as reduced by such deductions or withholdings will constitute full payment and settlement of amounts payable to the other Party under this Agreement. Throughout the term of this Agreement, each Party will provide the other Party with any forms, documents, or certifications as may be required for such other Party to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

7. Inventory Purchase.

7.1 Purchase Requirements. By June 30, 2015, Amazon will purchase, subject to agreement by the current University bookstore operator, the University bookstore's Textbooks and course materials in inventory as of the date of purchase, as follows ("Inventory"):

(a) New textbooks that have been (i) identified in the adoption data for either the 2015 summer or fall academic semesters and (ii) determined by Amazon to have been actually adopted for such semester shall be purchased by Amazon at the actual cost to the University's current bookstore contractor (i.e., publisher's invoice cost).

(b) Used textbooks that have been (i) identified in the adoption data for either the 2015 summer or fall academic semesters and (ii) determined by Amazon to have been actually adopted for such semester shall be purchased by Amazon at the bookstore's current new textbook retail price as of the Effective Date, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of June 2014).

7.2 Conditions of Purchase. Amazon's purchase of any Inventory is conditioned upon University's delivery to Amazon of the flat file adoption data for such Inventory and any other information that may be necessary for Amazon to confirm that the Inventory has actually been adopted for such semesters.

7.3 Payment for Purchase. Amazon shall pay University's current bookstore operator for the Inventory, within 30 days of Amazon's receipt of an invoice for such Inventory.

[Remainder of page intentionally left blank.]

Addendum C

Marketing Commitments

1. Materials.

1.1 University will collaborate with Amazon for Amazon's development of a portfolio of marketing and communications materials ("**Marketing Materials**") that will be used to promote the Co-Branded Experience and Store to University's students (including incoming freshmen), alumni, parents of University students, and University faculty and staff. University will provide feedback to Amazon regarding proposed revisions to the Marketing Materials upon Amazon's request.

1.2 University will provide Amazon with an assortment of 'lifestyle' photographs featuring the University and University students, including all rights necessary for commercial use by Amazon, in sizes and formats suitable for electronic and print reproduction.

1.3 Amazon will solicit University's input and cooperate with University to review conceptual mockups of the Co-Branded Experience.

2. Calendar. Amazon will build and maintain, and University will contribute and provide feedback on, a marketing calendar detailing the use of Marketing Materials around key events and timeframes.

3. Programs. Alumni Affairs and University, through the departments of Student Affairs Campus Life (SACL) and University Relations (UR), will collaborate with Amazon on marketing programs promoting the Co-Branded Experience. University agrees to, and provides Amazon with any permission necessary to execute or participate in, the programs and events subject to event support requirements and payment of event sponsorship fees at standard rates no more costly to Amazon than those offered by University to other potential sponsors for participation in the same activities and events. University will identify contacts for each department.

3.1 Product Placements. University will provide links to the Co-Branded Experience from its A to Z directory and other University locations to facilitate student access to the Co-Branded Experience. University has no links nor any plans to have links to advertisers or sponsors on its .edu pages. University will reasonably cooperate with Amazon to promote the Co-Branded Experience, including via University's digital signage network, Twitter, and Facebook.

3.2 Brand Ambassadors. University will allow promotion of events and marketing programs on and off campus by University students who are Amazon brand ambassadors, using Marketing Materials.

3.3 Press Releases. University will collaborate with Amazon on two (2) press releases on the Co-Branded Experience and benefits to University, students, alumni, parents of University students and University faculty, with content to be mutually agreed by the Parties. University will also announce the Co-Branded Experience on its Twitter and Facebook accounts.

3.4 Marketing Material Distribution. Subject to University approval, Amazon may place Marketing Materials in orientation session packs and other literature sent to University students and parents of University students, regardless of media (whether offline or online).

Addendum D

Terms and Conditions

1. Term and Termination.

1.1 Term. The term of this Agreement commences on the Effective Date and, unless earlier terminated pursuant to this Section, expires on June 30, 2020 (the “Term”). Upon expiration of the Term, this Agreement will be automatically extended on a yearly basis until either Party terminates this Agreement pursuant to this Section.

1.2 Termination.

(a) Either Party may terminate this Agreement if the other Party fails to materially perform any of its obligations hereunder.

(b) Subject to Sections 1.2(c) and 1.4(c) of this Addendum D, Amazon may terminate this Agreement if, during any given semester, the Publisher Direct Percentage exceeds 10%. “**Publisher Direct Percentage**” means the number of Student Course Seats for which adopted course materials are billed directly by the University divided by the total number of Student Course Seats. “**Student Course Seats**” means, according to data provided by the University registrar and with respect to any given semester, the total number of course enrollments by all students.

(c) If a Party terminates under this Section 1.2, that Party will send written notice to the other Party describing in reasonable detail the reason for termination and stating its intention to terminate this Agreement, and the receiving Party will have sixty (60) days following its receipt of such notice to cure the reason for terminating to the mutual satisfaction of the parties. If no cure is achieved by the end of the sixty (60) day period, then this Agreement will automatically terminate unless otherwise agreed in writing by the Parties.

(d) Termination by either party in accordance with this Agreement shall be deemed to include termination of Amazon’s license to occupy the Property at the end of any applicable Transition Period, subject to the provisions of Addendum H.

1.3 Termination for Convenience. Either Party may terminate this Agreement for convenience by providing ninety (90) days’ prior written notice to the other Party.

1.4 Effect of Termination.

(a) In the event this Agreement is terminated (regardless of the reason for such termination), at University’s option and request, Amazon will continue providing the Co-Branded Experience and Store services specified in this Agreement for a period of 60 days following the effective date of termination (“**Transition Period**”). The services will be provided at least at the same levels of quality and timeliness of performance as such services were provided prior to the termination. The Parties may mutually agree in writing to extend the Transition Period. Upon termination of this Agreement, the Parties agree to work together in good faith to effectuate an orderly transition of the services to another party with minimal interruption to University or Amazon’s business. As part of such transition services, Amazon will provide University with a copy of Adoption Data (as defined in Section 2.9 of Addendum D) it has received from University pursuant to Sections 2.9 of Addendum D for the then-current academic term, in .tsv or .csv format.

(b) If Amazon terminates this Agreement for convenience, Amazon will, within a reasonable time following the later of the date of termination or end of the Transition Period, if any, remove any fixtures and equipment from the Store at Amazon’s cost. If Amazon fails to remove its property following termination or the end of the Transition Period, whichever is later, the University may, at its option, following 14 days’ written notice to Amazon, move, relocate, or remove said property if Amazon fails to do so within such 14-day period.

(c) If University terminates this Agreement for convenience in accordance with Section 1.3 of this Addendum D, or if Amazon terminates this Agreement in accordance with Sections 1.2(a) or 1.2(b) of this Addendum D (without limiting Amazon’s other remedies in case of termination under Section 1.2(a)), (i) University will pay Amazon the unamortized portion of the Capital Expenditure Budget (and any Excess Capital Expenditures (as defined in Addendum G)) paid by or payable to Amazon for the Store, excluding any amounts already paid by University for Excess Capital Expenditures pursuant to Section 1.3 of

Addendum G, less the value (based on a 5-year straight line depreciation period from the Effective Date) of any property Amazon removes, and (ii) the Guaranteed Annual Payment for the then-current Operational Year and any future year will not apply.

(d) Amazon will remove the University Marks from the Co-Branded Experience upon completion of the transition services specified in Section 1.4(a) of this Addendum D, and the license granted to Amazon by University under Section 3.1 of Addendum D will terminate immediately thereafter. For the avoidance of doubt, nothing in the Agreement will prevent or impair Amazon's right to use any materials (including University trademarks) to the extent that such use is allowable without a license from University under applicable law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party), and the termination or revocation of the University license will have no effect on any such other license or right.

(e) This Section 1.4 of Addendum D, and Sections 7 (Indemnification), 8 (Insurance), 9 (Confidentiality), 14.3 (Limitation of Liability) and 15.1 (Choice of Law; Forum Selection) of this Addendum D will survive the expiration or any termination of this Agreement. Notwithstanding the foregoing, the expiration or termination of this Agreement will not relieve the Parties of any liability or obligation that accrued prior to such expiration or termination.

2. Special Programs.

2.1 Definitions.

- (a) **"LMS"** means the learning management systems utilized by University.
- (b) **"FBA FOD Regional Selection"** means select Products sold by third party sellers enrolled in the Selling on Amazon program who use the Fulfillment by Amazon program to receive, store and fulfill their merchandise, that is in-stock and available, in Amazon's discretion, for shipping to the Store.
- (c) **"FOD"** means "free one day".
- (d) **"FOD Adopted Course Materials"** means Products that University has specifically identified using a unique identifier for each Product (e.g., ISBN) in Adoption Data (as defined in Section 2.9(a) of this Addendum D), Amazon has confirmed are available for purchase by Amazon from Amazon's suppliers, distributors or wholesalers in new condition, and that are shipped and sold by Amazon.com LLC or any other Amazon Affiliate(s) that may replace Amazon.com LLC.
- (e) **"FOD Regional Selection"** means select Products shipped and sold by Amazon.com LLC, or any other Amazon affiliate(s) that may replace Amazon.com LLC, that Amazon has in-stock and available, in Amazon's discretion, for shipping to the Store.
- (f) **"SIS"** means the student information system currently titled "SPIRE", or any replacement or alternate system(s) offered by University to its students to manage student registration.

2.2 Free One Day Shipping.

(a) FOD Adopted Course Materials will be available for FOD shipping, subject to Amazon's then-applicable FOD shipping terms and conditions (e.g., shipping restrictions, availability estimates and delivery date calculations), as those terms may change from time to time, if they are (i) purchased by Subscribed Customers that are validly enrolled in Amazon Student, and (ii) are shipped to addresses located within the Campus Area (including the Store). In May 2015, FOD Adopted Course Materials will no longer require valid enrollment in Amazon Student, and FOD Adopted Course Materials will be available for FOD shipping, subject to Amazon's then-applicable FOD shipping terms and conditions (e.g., shipping restrictions, availability estimates and delivery date calculations), as those terms may change from time to time, if they are purchased by Subscribed Customers and are shipped to addresses located within the Campus Area (including the Store).

(b) FOD Regional Selection will be available for FOD shipping, subject to Amazon's then-applicable FOD shipping terms and conditions (e.g., shipping restrictions, availability estimates and delivery date calculations), as those terms may change from time to time, if they are (i) purchased by Subscribed Customers that are validly enrolled in Amazon Student, and (ii) shipped to the Store. Amazon will use commercially reasonable efforts to make FBA FOD Regional Selection available for FOD

shipping, subject to Amazon's then-applicable FOD shipping terms and conditions (e.g., shipping restrictions, availability estimates and delivery date calculations), as those terms may change from time to time, if they are (i) purchased by Subscribed Customers that are validly enrolled in Amazon Student, and (ii) shipped to the Store. For the avoidance of doubt, Amazon will not be in breach of this Agreement if it fails to provide any of the FOD shipping benefits to Subscribed Customers described in this paragraph.

2.3 Textbook and Course Materials Availability. Amazon will use commercially reasonable efforts to make available, for purchase (in new or used condition) or rental on the Amazon Site (including the Co-Branded Experience), substantially all Products that are each both (a) identified by ISBN (for Textbooks) or another unique identifier (for other Products) by University in Adoption Data provided to Amazon in data feeds in accordance with Section 6 of this Addendum D or the Adoptions Tool in accordance with Section 2.9 of this Addendum D, and are (b) confirmed by Amazon to be available for purchase by Amazon in sufficient quantities from Amazon's suppliers, distributors or wholesalers. Amazon will use commercially reasonable efforts to make available for purchase (through Amazon or a third party), substantially all coursepacks that are each both (a) identified and described by University using specifications and processes provided by Amazon or a third party designated by Amazon, and are (b) composed of materials for which Amazon or the designated third party are reasonably able to obtain any required rights using the descriptions provided by University.

2.4 LMS Integration. Subject to technical review and validation by Amazon, Amazon will use commercially reasonable efforts to integrate aspects of its catalog, retail website, and Kindle platform with University's LMS programs, both current and future, to facilitate the purchase and distribution of course materials. At Amazon's request, University will arrange and facilitate discussions between Amazon and relevant technical personnel of University's LMS provider, if any. University will provide Amazon with reasonable access to a LMS user group of relevant University technical staff and professors for the purposes of soliciting user feedback on the design and implementation of LMS integration. With respect to the LMS integration, the Parties will each provide technical assistance to the other as reasonably requested and at no charge.

2.5 SIS Integration. Subject to technical review and validation by Amazon and the receipt of Adoption Data in accordance with Sections 2.9 of this Addendum D, Amazon will provide University with hyperlinks to Amazon product detail pages or personalized shopping lists on the Amazon Site that display course materials. At Amazon's request, University will arrange and facilitate discussions between Amazon and relevant technical personnel of University's primary SIS provider, as required for integration purposes. University will provide Amazon with reasonable access to a SIS user group of University professors, administrators and students for the purposes of soliciting user feedback regarding the design and implementation of SIS integration. With respect to the SIS integration, the Parties will each provide assistance to the other as reasonably requested and at no charge.

2.5A UMass Campus Card. Subject to validation and confirmation by Amazon that (a) the UMass Campus Card ("UCard") meets Amazon security, service level, technical (including Amazon accounting standards), and fraud protection standards, and (b) Amazon's acceptance of the UCard as a form of payment will comply with applicable laws and regulations, Amazon will make commercially reasonable efforts to accept the UCard as a form of payment on the Co-Branded Experience. Amazon will work with University to complete the review and validation of whether acceptance of the UCard will be possible by March 31, 2015. In the event Amazon determines in its sole discretion that it can accept UCard as a form of payment, the parties will use commercially reasonable efforts to agree to processing terms to govern the acceptance and payment procedures involving UCard, and each party will pay for any required changes to their respective hardware, software, or systems. In the event that Amazon accepts the UCard as a form of payment, Amazon agrees to pay University an annual fee of \$20,000, and the parties will reevaluate the annual fee no more often than every two years after Amazon initially accepts the UCard as a form of payment.

2.6 Return and Returns Processing. Amazon will accept Amazon Textbook rental returns for Textbooks rented through the Amazon.com platform and fulfilled by Amazon, and will accept Product returns for Products shipped and sold by Amazon.com LLC, or any other Amazon Affiliate(s) that may replace Amazon.com LLC, in accordance with Amazon's then-current policies, at the Store during normal hours of operations.

2.7 Textbook Trade In. University students may use the Amazon Textbooks Trade-In Program ("Trade-In Program") described at <http://www.amazon.com/Sell-Books/b?node=2205237011> (or any replacement page, as such program may be updated and operated by Amazon in its sole discretion from time to time) to submit their used Textbooks for trade-in in exchange for electronic Amazon.com Gift Cards ("GCs"). Student participation in the Trade-In Program is subject to the terms and conditions for the Trade-In Program, as those terms may change from

time to time, and use of GCs is subject to the GCs terms and conditions, as those terms may change from time to time.

2.8 Textbook Buyback. Amazon (or its designee) will provide on-campus Textbook buyback services to University students beginning approximately two weeks prior to the end of University's final examinations for each academic semester, which University students may use to sell their used Textbooks to Amazon (or its designees) in exchange for cash compensation, in accordance with Amazon's then-current policies. Students may be compensated with cash on-hand or, subject to validation by Amazon, electronic funds transfer. University will provide Amazon (or its designee) with mutually agreeable temporary space(s) located on University's campus at the end of each academic semester in size, location and duration sufficient to allow Amazon to perform Textbook buyback services, and if University fails to do so Amazon will not be required to perform its obligations under this Section 2.8 of Addendum D.

2.9 Adoptions Tool.

(a) Subject to technical review and validation by Amazon, in March 2015 Amazon will provide University with access to a web-based tool (the "**Adoptions Tool**") for the input of adoption information for all Textbooks, instructional materials and other resources recommended or approved by University for use in its courses ("**Adoption Data**"). University will use the Adoptions Tool to input Adoption Data. Amazon will also accept manual submissions of Adoption Data in written format (i.e. paper or email) that are not submitted through the Adoptions Tool. Amazon will provide University with application programming interfaces ("**APIs**") or ingest data files for the purposes of configuring the Adoptions Tool. University will use the APIs or data files to provide, at least on a daily basis, (a) course data from its SIS to Amazon and (b) user information of University faculty and staff who will be responsible for submitting Adoption Data and reviewing the status of submissions. Amazon will provide a daily feed of Adoption Data to the SIS.

(b) Amazon will provide University with training documentation and on-site support personnel, for the purpose of educating University's faculty and staff on the use of the Adoptions Tool and to serve as a resource to faculty regarding course materials and adoptions. In addition, each academic semester Amazon will offer at least one (1) training session at a mutually agreed location on University's campus to train attendees on the use of the Adoptions Tool. University will use its best efforts to (i) promote use of the Adoptions Tool among its faculty and staff, (ii) distribute Adoptions Tool training documentation to its faculty and staff, and (iii) encourage Adoptions Tool training session attendance.

(c) If the related Adoption Data has been provided to Amazon via the Adoption Tool and University has updated the SIS to link to the Co-Branded Experience, then students accessing the Co-Branded Experience through the SIS will have the ability to view the courses for which they have registered and the required and optional materials for each such course for which the applicable Adoption Data has been provided to Amazon.

(d) University will provide Amazon with reasonable access to University professors and staff for the purposes of soliciting user feedback on the Adoptions Tool, and Amazon will provide opportunities for users to submit feedback regarding the use of the Adoptions Tool to Amazon. Amazon will be free to exercise all rights in such feedback without restriction and without compensating University. University will provide additional technical assistance as reasonably requested by Amazon at no cost to Amazon.

(e) The parties agree that in the event the Adoptions Tool is not ready for implementation by March 31, 2015, then the University will continue to provide faculty with access to the adoption functionality in the SIS. Upon the Adoptions Tool going live, the University will provide Amazon with Adoption Data from the SIS in a format substantially similar to that specified in Exhibit A to this Addendum, under Interim Adoption Data.

2.10 Covered Custom Textbooks. During the Term and any Renewal Term, the retail price (excluding shipping, handling, taxes, and other charges) for (a) any Covered Custom Textbook with an Amazon COGS of \$55 or higher will not exceed the Amazon COGS for such Covered Custom Textbook divided by 0.85, and (b) any Covered Custom Textbook with an Amazon COGS less than \$55 will not exceed the Amazon COGS for such Covered Custom Textbook divided by 0.78. "**Amazon COGS**" means the cost incurred by Amazon for the purchase price of a product from a publisher, excluding freight. "**Covered Custom Textbook**" means any University Custom Edition Textbook or Custom Textbook Bundle that (x) contains a print book (i.e. not a digital book); and (y) is shipped and sold by Amazon.com LLC (or any replacement entity) to any Subscribed Customer. No more than once every semester, the University has the right to request and Amazon will provide publisher

invoices for up to 10 Covered Custom Textbooks titles to review adherence to this Section. Amazon may redact or withhold portions of the invoices that are not relevant to the 10 selected Covered Custom Textbooks.

2.11 Resources and Contacts.

(a) At no additional cost, University will provide Amazon with a single point of contact for Amazon designated by University, who will make himself/herself reasonably available during the hours of 8am to 5 pm Eastern Time (“**Business Hours**”) as project manager to provide assistance to Amazon from the Effective Date until the Store Launch Date. Following the Store Launch Date throughout the Term, at no additional cost to either Party, each Party will provide the following resources to the other Party during Business Hours: (i) a single point of contact to assist the other Party with the development and execution of marketing programs, including, without limitation, facilitating the page design for the Co-Branded Experience and other offline and online creative assets; (ii) a single point of contact to provide assistance to the other Party for technical issues relating to LMS integration; (iii) a single point of contact to provide assistance to the other Party with technical issues relating to SIS integration; (iv) a single point of contact to cooperate with the other Party to address issues relating to the Adoptions Tool and the availability of Textbooks identified in Adoption Data.

(b) The University may establish a Co-Branded Experience and Store Advisory Committee. Amazon will make available an Amazon representative to meet regularly, but in any event no more frequently than quarterly, with the Co-Branded Experience and Store Advisory Committee, if established, and to liaise with University faculty and University officials to review the Store operations and to improve the Store program, services, and policies.

3. Rights & Licenses

3.1 License to Amazon; Reservation of Rights. Subject to the terms of this Agreement, University grants to Amazon a worldwide, limited, non-exclusive, non-transferable, royalty-free, revocable license to reproduce, distribute, display, transmit, and use the trademarks and logos set forth in Addendum E (the “**University Marks**”) solely in connection with the operation of the Store and Co-Branded Experience pursuant to this Agreement. Amazon may not use the University Marks except as expressly provided herein, and may not sublicense these rights or otherwise permit any other Party to use the University Marks, except that Amazon may sublicense these rights to its Affiliates solely as reasonably necessary to effectuate the permitted use described in this paragraph. Amazon will use the University Marks in accordance with any trademark usage guidelines as may be provided by the University from time to time. Any modification of the University Marks by Amazon (other than re-sizing) will be subject to the prior written approval of the University. If University reasonably objects to Amazon’s use of the University Marks, University may give notice to Amazon in writing identifying the specific violating use, and upon such notification, Amazon will promptly remove or correct such use, and in no event will the removal or correction occur more than 3 business days after notice to Amazon. As between the Parties, University owns all right, title and interest in and to the University Marks, and all goodwill arising out of Amazon’s use of the University Marks will inure to the sole benefit of University.

3.2 License to University; Reservation of Rights. Subject to the terms of this Agreement, and solely for the limited purposes of performing University’s obligations under this Agreement, and advertising products on, and directing end users to, the Store and Co-Branded Experience in connection with this Agreement, Amazon grants University a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license to (a) copy and display the Content solely on the University Site or as necessary to perform its obligations under this Agreement; and (b) use only those Amazon trademarks and logos that Amazon may make available to University as part of the Content (those trademarks and logos, collectively, “**Amazon Marks**”) solely on the University Site or as necessary to perform its obligations under this Agreement. “**Content**” means any data, images, text, link formats, widgets, links, and other linking tools, and other information Amazon makes available to University in connection with this Agreement. Any use or display of the Amazon Marks by University will be subject to the prior written approval of Amazon. As between the Parties, Amazon owns all right, title and interest in and to the Amazon Marks, and all goodwill arising out of Amazon’s use of the Amazon Marks will inure to the sole benefit of Amazon.

4. Exclusive Operations.

4.1 Definitions.

(a) “**Custom Edition Textbooks**” means pre-existing published materials in print format modified specifically by University course by the publisher.

(b) **“Custom Textbook Bundle”** means a package sold as a single unit under a single ISBN packaged specifically for University by the publisher containing a print Custom Edition Textbook with at least one of the following items: an access code, study guide, or other supporting media materials.

(c) **“Exclusive Territory”** means worldwide, including all offline and online (including mobile applications, affiliate marketing and retargeting, and promotion through social media channels and online press) channels.

(d) **“University Licensed Merchandise”** means any goods, including memorabilia and collectibles, bearing University Marks.

(e) **“Textbooks”** means textbooks, technical and reference books, in physical, digital and all other formats, in used or new condition, whether now in existence or hereafter developed.

4.2 Grant of Rights. University grants Amazon the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by University, to (a) market, merchandise, distribute, sell and rent all course materials including but not limited to new and used Textbooks, Custom Textbook Bundles, and Custom Edition Textbooks; and (b) to conduct Textbook buyback operations, in each case as University’s official student store in the Exclusive Territory during the Term. University will provide a letter to Amazon on University letterhead, which Amazon may send to each publisher of Custom Edition Textbooks, stating that Amazon is University’s official campus bookstore. Amazon is not granted any rights hereunder with respect to University Licensed Merchandise. For clarity, this Agreement has no impact on any rights Amazon may have under other agreements with respect to University Licensed Merchandise.

4.3 No Other Endorsements. During the Term:

(a) Subject to 4.3(c) below, University will not, directly or indirectly, (i) offer for sale or rent, sell, rent, or accept orders for the sale, marketing, or distribution of Textbooks, Custom Textbook Bundles, Custom Edition Textbooks, or conduct Textbook buyback operations in the Exclusive Territory; or (ii) grant any rights to, license, authorize, contract with, assist or otherwise approve or support any third party to do any of the foregoing.

(b) The Co-Branded Experience and other Amazon Sites will be the only websites linked directly from the University Site as a provider of Textbooks and Custom Edition Textbooks in the Exclusive Territory, excluding websites for the University’s library.

(c) Nothing in this Agreement will prevent or impair University’s right to:

(1) pursue relationships with publishers for the distribution of adopted course materials from publishers directly to University’s students; or

(2) provide University initiatives that include affordable course materials to University students, including but not limited to, the OWL Book Program and Open Education Initiative @ UMass Amherst.

(d) During the Term, University will not enter into any written agreements with any retail national competitor of Amazon to provide services similar to the services Amazon provides to University under this Agreement.

5. New Campus Stores. During the Term, University will not (i) open a new bookstore on the University campus which directly or indirectly, offers for sale or rent, sells, rents, or accepts orders for the sale, marketing, or distribution of Textbooks or Custom Edition Textbooks; or (ii) grant any rights to, license, authorize, contract with, assist or otherwise approve, allow, or support any third party to do any of the foregoing. Notwithstanding the foregoing, the Store and any other facility owned or operated by University on or prior to the date of this Agreement will be excluded from the restrictions set forth in this paragraph.

6. Intentionally Omitted.

7. Indemnity. To the extent permitted by Massachusetts law, each Party (as applicable, the **“Indemnifying Party”**) will defend, indemnify, and hold harmless the other Party (the **“Indemnified Party”**) and its Affiliates, and their respective directors, officers, employees, representatives, licensees, distributors, contractors, agents, successors and assigns from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys’ fees and costs) related to or arising out of any third party allegation, claim, lawsuit,

or proceeding (a “Claim”) to the extent such Claim is based on (a) any actual or alleged breach of any term of this Agreement by the Indemnifying Party, (b) the operation of the Indemnifying Party’s websites, (c) the violation of any third-party intellectual property right by the Indemnifying Party’s trademarks or logos, (d) any negligent act or omission, willful misconduct or strict liability of the Indemnifying Party, or (e) any personal or bodily injury (including, without limitation, death) or theft or damage to property caused by the Indemnifying Party’s services under this Agreement, subject to Sections 8.1(e) and 8.2(e) of this Addendum D. With respect to each party’s obligations in this Section 7 (Indemnity), parts (a), (d), and (e), Claims includes allegations, claims, lawsuits, or proceedings made by the Indemnifying Party’s Affiliates, and their respective directors, officers, employees, representatives, licensees, distributors, contractors, agents, successors and assigns.

Indemnification Procedures. Each Party shall give the other Party prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this provision shall not be limited by any obligation or any term or condition of any insurance policy, subject to Sections 8.1(e) and 8.2(e) of this Addendum D. The Indemnified Party will (a) reasonably cooperate with the Indemnifying Party (at the Indemnifying Party’s expense) in connection with (i) the defense and settlement of the Claim, and (ii) taking any actions to limit or mitigate the Claim; and (b) permit the Indemnifying Party to control the defense and settlement of any such Claim (except that the Indemnifying Party may not enter into any settlement admitting or stipulating to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party without prior written consent of the Indemnified Party). Notwithstanding the foregoing, the Indemnified Party may participate in its defense with the counsel of its own choosing at its own cost. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

8. Insurance.

8.1 Amazon will, at its own sole cost and expense, maintain and keep in force for the duration of this Agreement:

(a) “Commercial General Liability” insurance covering bodily injury, property damage, personal injury, advertising injury, contractual liability under this Agreement, and cross-liability on a form no less broad than ISO CG 00 01 or equivalent, with limits of not less than \$2,000,000 per occurrence, \$2,000,000 personal/advertising injury, \$4,000,000 products/completed operations aggregate and \$4,000,000 in the annual aggregate.

(b) “Business Automobile Liability” insurance, for all owned, hired, non-owned and leased vehicles, with combined single limits of not less than \$1,000,000.

(c) “Workers’ Compensation” insurance with statutory limits and Employer’s Liability insurance with limits of not less than \$1,000,000 separately for each incident, by disease-policy limit by disease-each employee.

(d) Amazon will, at its own sole cost and expense, maintain All Risk Property insurance covering the full replacement cost of all Amazon property, including Amazon-made alterations, installed or placed in the Store by Amazon at Amazon’s expense.

(e) To the fullest extent allowed by law, Amazon waives all rights of recovery and subrogation, regardless of negligence, in favor of the Additional Insureds. All insurance maintained by Amazon shall include a waiver of subrogation and shall provide that insurance for the benefit of the Additional Insureds, shall be primary and shall not call for contribution from the Additional Insureds own insurance. Amazon shall provide the University, within ten (10) business days prior to the execution of this Agreement and prior to policy expiration a certificate of insurance (Acord certificate or equivalent). Amazon’s General Liability Insurance and Automobile Liability Insurance shall include or be endorsed to include the Commonwealth, the University, the University of Massachusetts Building Authority, and the Trustees, Officers, and their respective affiliates, servants, directors, officers, representatives, licensees distributors, contractors, agents, successors and assigns and employees as additional insured (collectively “Additional Insureds” on a form no less broad than CG 2026). Additional insured status must be evidenced on the certificate of insurance. Amazon shall cause Amazon’s contractors, distributors, licensees, and agents who may be physically present on University’s campus for purposes related to this Agreement to comply with commercially reasonable insurance requirements, as determined by Amazon.

8.2 University will, to cover its own negligence and at its own sole cost and expense, maintain and keep in force for the duration of this Agreement:

(a) "Commercial General Liability" insurance covering bodily injury, property damage, personal injury, advertising injury, contractual liability under this Agreement, and cross-liability, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the annual aggregate.

(b) "Business Automobile Liability" insurance, for all hired, non-owned and leased vehicles, with combined single limits of not less than \$1,000,000.

(c) Workers' Compensation" self insurance in compliance with Massachusetts law.

(d) UMBA will, at its own sole cost and expense, maintain All Risk Property insurance covering the full replacement cost of the Building.

(e) To the fullest extent allowed by law, University and UMBA waive all rights of recovery and subrogation, regardless of negligence, in favor of the Additional Insureds. All insurance maintained by University must include a waiver of subrogation and shall provide that insurance for the benefit of the Amazon shall be primary and the Amazon's own insurance shall be non-contributing. University shall provide Amazon with a certificate of insurance from the insurer. University's General Liability Insurance and Automobile Liability Insurance shall include or be endorsed to include Amazon and its Affiliates, and their respective officers, directors, shareholders, employees and agents as an additional insured. Additional insured status must be evidenced on the certificate of insurance. University shall cause University's contractors, distributors, licensees, and agents who may be physically present on University's campus for purposes related to this Agreement to comply with commercially reasonable insurance requirements, as determined by University.

8.3 The insurance policies above shall provide coverage on an occurrence basis, and limits may be satisfied by any combination of primary and umbrella excess policies. All insurance maintained by each party pursuant to the Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If either party determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the other Party is required. All insurance companies to be used by either Party must have a Best's Rating of not less than A- and be reasonably acceptable to the other Party. The Parties agree that 30 days prior to any (a) cancellation or non-renewal of the insurance policies referenced above or (b) decrease in the amount of coverage below the minimum insurance requirements referenced above, the affected Party will notify the other Party in the manner specified in Section 12.5 of Addendum D. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date, and it will not negate any cancellation of the policy. Failure to provide a copy of such notice will impose no obligation or liability of any kind upon the insurer or its agents or representatives.

8.4 Additionally, notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party or to any insurance company (by way of subrogation or otherwise) for any loss of, or damage to, any of its personal property located within the Building, Store and Package Sort Area, which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage, including deductibles (whether or not the Party suffering the loss or damage actually carries such insurance, recovers under such insurance, or self-insures the loss or damage). Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the parties hereto. This waiver applies whether or not the loss is due to the negligent acts or omissions of University and Amazon, or their respective officers, directors, employees, agents, contractors, or invitees. If required, each Party hereto agrees immediately to give its insurance company(ies) written notice of the terms of said mutual waivers and to have its insurance policies properly endorsed, if necessary, to provide for such waiver of subrogation and to prevent the invalidation of any coverage by reason of said waivers.

9. Confidentiality. All confidential information exchanged in connection with this Agreement will be considered "Confidential Information" under the terms of the Mutual Nondisclosure Agreement by and between the Parties (or their Affiliates) attached as Addendum F ("NDA"). University must protect all Confidential Information and may not disclose any Confidential Information except to the extent necessary for University to comply with Public Records Law requests under the Massachusetts Public Records Law, M.G.L. Ch. 66. University will promptly inform Amazon of any Public Records Law requests related to any confidential information exchanged in connection with this Agreement and allow Amazon the right to request exemption or redaction based on assertions of confidentiality or proprietary information to the extent permitted by applicable law.

10. Nondiscrimination in Employment. Amazon will not discriminate against any qualified employee or applicant for employment with respect to the performance of services under this Agreement because of his or her race, color, national origin, ancestry, age, sex, religion, physical or mental disability, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation.

11. Compliance with Laws.

11.1 Generally. Each Party agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Agreement. Each Party may require the other Party to pay fines, penalties, and damages that may arise out of or may be imposed because of the other Party's breach or failure to comply with this Section 11.1 of Addendum D.

11.2 Certification. Amazon certifies under penalties of perjury that pursuant to M.G.L. c.62C s.49A Amazon has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support; and that pursuant to M.G.L. c.151A, s.19A(b) has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System. Amazon certifies it has complied with all laws of the Commonwealth relating to Worker's Compensation, c. 152 and payment of wages, Mass Gen. Laws ch. 149, s 148, if applicable. Pursuant to federal law, Amazon shall verify the immigration status of all workers assigned to work in the Store without engaging in unlawful discrimination; and Amazon shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

11.3 Conflict of Interest. Each Party acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Amazon agrees to comply with all requirements of the statute in the performance of this Agreement.

11.4 Privacy. Each Party will comply with all applicable laws and regulations relating to confidentiality and privacy as defined by M.G.L. c. 66A in the performance of its obligations under this Agreement. University represents and warrants that University will only provide full name, email address and user ID of faculty and staff using the Adoptions Tool to Amazon. Amazon will treat faculty and staff user IDs as personal information subject to Mass. Gen. Laws ch. 93H. No other personal data will be supplied to Amazon unless agreed to in writing by both parties. In the event that student data is provided to Amazon by the University, Amazon will comply with the Family Educational Rights and Privacy Act ("FERPA") and any applicable regulations.

11.5 HEOA Compliance. Amazon will cooperate with University to enable it to comply with the Higher Education Opportunity Act of 2008 (Public Law 110-315) as it relates to this Agreement.

11.6 Accessibility. The accessibility features available to customers of the Co-Branded Experience will be consistent with the accessibility features generally available to customers of the Amazon Site. Amazon will ensure that the Initial Improvements (defined in Addendum H) to the Store as set forth in the design drawings comply with the Americans with Disabilities Act of 1990.

11.7 Anti-corruption. University acknowledges that Amazon's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> (the "Code") prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. University represents and warrants that neither it nor any employee, agent, or other person acting on its behalf will: undertake, cause, or permit any act that would violate any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act or make, cause, or permit any offer, promise, or payment of money, or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favor of Amazon in connection with any services provided by University under this Agreement. University will report promptly to Amazon all pertinent facts relating to any improper solicitation, demand, or other request for a bribe, improper gift, or anything of value, made by any party in connection with any activities performed by the University pursuant to this Agreement. University will fully assist and cooperate with any investigation of actual or suspected breach of this Section 11.7. Amazon may immediately terminate or suspend performance under this Agreement if University breaches this Section 11.7, and any such termination will be deemed to be under Section 1.2(a) of Addendum D to this Agreement.

12. University Policies. During the Term, Amazon will use commercially reasonable efforts to comply with all applicable material policies of University in effect as of the Effective Date related to Amazon's physical presence on University campus. University may implement new policies or revisions to its existing policies relating to maintaining a physical presence at University, and will provide Amazon thirty (30) days' prior written notice along with a copy of the new or revised policy in order to give Amazon the opportunity to review and object to any material adverse changes, or modify its operations or presence to comply, as applicable. University will cooperate with Amazon if Amazon requires more than thirty (30) days to comply with any such new or modified policies. University agrees that any such policies applied to Amazon will be (1) published, (2) applied based on criteria that are consistently applied to other vendors, retailers and service providers with a physical presence on University campus, and (3) not applied arbitrarily to Amazon or in a manner that intentionally targets Amazon for special treatment.

13. Employment. Amazon will be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. Amazon will comply with all state and federal employment requirements applicable to its performance under this Agreement. Subject to Section 12 of this Addendum D, while on University's premises, all employees, agents and independent contractors of Amazon shall comply with all applicable University policies. Upon University's request, Amazon will remove from the Store any employee, agent, or independent contractor who, in the opinion of the University, violates any applicable law or University policy.

14. Representations and Warranties; Limitation of Liability.

14.1 Representations and Warranties.

(a) Each Party represents and warrants to the other that: (i) it has all requisite right, power, and authority to enter into this Agreement and perform its obligations and grant the rights, licenses and authorizations it grants under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by such Party, and constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms; (iii) its execution, delivery and performance of this Agreement, and the other Party's exercise of rights under this Agreement, will not conflict with or result in a breach or other violation of any agreement or other third-party obligation by which it is bound; and (iv) it is duly incorporated or authorized by statute (as applicable), validly existing, and in good standing under the laws of the jurisdiction of its formation.

(b) Amazon represents that it is qualified to perform the services set forth herein and has obtained or will obtain all requisite licenses and permits prior to performing the services hereunder. In addition, Amazon agrees that the services provided hereunder will conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

(c) Amazon represents that the Amazon Site is listed as a Payment Card Industry Data Security Standard ("PCI DSS") compliant company on the Visa Global Registry of Service Providers (located at <http://www.visa.com/splisting/> or any replacement page). If either Party, or any third-party provider providing services on Amazon's behalf, loses its status as a PCI-compliant company, such Party will promptly notify the other Party of its non-compliant status.

14.2 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14.3 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING FROM OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S NOR ANY OF ITS RESPECTIVE AFFILIATES' OR LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL

EXCEED THE AMOUNTS ACTUALLY PAID BY AMAZON TO UNIVERSITY UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE CLAIM, OR \$5 MILLION, WHICHEVER IS GREATER.

15. General.

15.1 Choice of Law; Forum Selection. The laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement. The Parties agree to bring any action arising out of or relating to this Agreement or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. Amazon expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth of Massachusetts or the University arising out of or relating to this Agreement or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

15.2 Force Majeure. Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay to perform any obligation under this Agreement where the failure or delay results from any Force Majeure event beyond its reasonable control and without its fault or negligence. Dates or times of performance shall be extended to the extent of delay excused by this Section, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay. "Force Majeure" may include, but is not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

15.3 Waiver; Severability. All conditions, covenants, duties, and obligations contained in this Agreement can be waived only by written Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that Party. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a Party's rights, the severance does not deprive that Party of its available remedies, including the right to terminate this Agreement.

15.4 Assignment. Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other Party; except that either Party may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the consent of the other Party to any Affiliate or as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective permitted successors and assigns. For purposes of this Agreement, an "Affiliate" of a Party is any entity that directly or indirectly controls, is controlled by or is under common control with that Party.

15.5 Notices. Any notice required or permitted to be given by either Party under this Agreement will be in writing and sent to each Party at its address set forth on the Cover Page of this Agreement, or such new address as may from time to time be supplied by the Parties in accordance with this Section. Notice must be sent by registered mail or by an overnight courier service that provides confirmation of receipt. Notice is deemed given when received.

15.6 Relationship of Parties. The Parties are independent contractors and neither is an employee or agent of the other. No act or direction of either Party shall be deemed to create an employer/employee or joint employer relationship. Neither Party shall be obligated under any contract, subcontract, or other commitment made by the other.

15.7 Captions; Entire Agreement; Amendment. The captions or headings of the Sections of this Agreement are for reference only and are not to be construed in any way as part of this Agreement. This Agreement constitutes the complete understanding and agreement of the Parties and supersedes all prior and contemporaneous negotiations, understandings and agreements with respect to the subject matter of this Agreement. No amendment to this Agreement will be effective unless it is signed by authorized representatives of both Parties and complies with all other regulations and requirements of law.

15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which together will constitute one instrument.

15.9 Record Keeping, Audit and Inspection of Records. Amazon will maintain a record of all Qualifying Purchases and Qualifying Revenues under this Agreement for at least 6 years after the applicable Qualifying Purchase, in sufficient detail to allow University to verify the accuracy of Qualifying Purchases and

Qualifying Revenues, provided that Amazon will not be required to maintain the foregoing records for more than 3 years after the Term. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the University, or any of their duly authorized representatives or designees will have the right, for the purpose of confirming the accuracy of any report delivered pursuant to this Agreement, to audit at any time during the Term and up to 3 years thereafter, Amazon's performance and payment obligations hereunder and may examine Amazon's records and books relating to Qualifying Purchases and Qualifying Revenue, on the condition that: (a) University provides Amazon with at least 30 days' prior written notice; (b) any such audit is conducted at Amazon's offices during regular business hours in a manner that does not interfere with normal business activities; (c) audits may not occur more frequently than once every 12 months; (d) only cover statements rendered since the last audit conducted by University or the preceding 6 years, whichever is shorter; (e) be conducted by University alone and not in conjunction or cooperation with any party other than the parties set forth above; and (f) any such audit will occur at University's expense, except that Amazon will be responsible for University's reasonable expenses associated with any such audit if the audit reveals that Amazon has under-reported Commissions by an amount greater than 5% of Commissions actually due and owing. University may not schedule an audit to take place in the fourth calendar quarter of any year. University agrees that any information learned or disclosed in connection with any such audit is Confidential Information subject to the confidentiality provisions of the NDA. If any litigation or audit is commenced by the University prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.

15.10 Risk of Loss. Amazon shall bear risk of loss of any Amazon materials used for the Agreement and for all deliverables and work in progress.

EXHIBIT A TO ADDENDUM D**Interim Adoption Data**

Column Name	Column Type	Requirement	Comments
SchoolName	String	Required	Name of the university
Campus	String	Required*	* Required only if university has multiple campuses. Otherwise, default value should be "Main"
Term	String	Required	E.g. Fall 2014. Compared against Term values in university config
SubjectID	String	Required	The subject area ID within which the Course Section is offered. Compared against values in university config. E.g., "MA". **SubjectID& CourseNumber designates class**. Multiple Subjects may exist within one department (e.g., German subject under Foreign Languages), or there may be one Subject for one department (e.g., Math)
CourseNumber	String	Required	Course number, e.g., "15910". **Subject ID & CourseNumber designates class**
CourseTitle	String	Required	The title of the Course Offering, e.g. "Introduction to Calculus"
CRN	String	Required	Course Registration Number
SectionNumber	String	Required	Section number
MaxNumberofStudents	Integer	Required	Maximum numbers of students that can enroll in the class. For some universities, this field is set at 9,999 for MOOCs to indicate "unlimited" enrollment
ActualNumberofStudents	Integer	Required	Actual enrollment
DeliveryMethod	String	Optional	Blank or IND, RES, or DIS to indicate classes where the enrollment quantity should not factor into inventory planning (e.g., distance learning)
InstructorGivenName	String	Optional	First or given name of the person teaching the class
InstructorFamilyName	String	Optional	Last or family name of the person teaching the class.
RequiredOptionalDesignation	String	Required	Values can be "R" for required, "O" for optional, and "A" for alternate
ISBN	String	Required	Used for searching amazon catalog. ** can accept either 10- or 13- digit ISBN, with or without dashes**
Publisher	String	Required*	*If item is obscure or custom textbook not in catalog, publisher required in order to procure
Title	String	Optional	
Edition	String	Optional	
Author	String	Optional	
Publish Year	String	Optional	
Notes	String	Optional	

Addendum E
University Marks

UMassAmherst

UMASS
AMHERST

Athletic marks located at

<http://www.umass.edu/universityrelations/sites/universityrelations/files/UMass-Athletics-logos-marks.pdf> ("Athletic Marks") can be used for co-branding images.

First instance of use of Athletic Marks will require approval by the University.

Unless otherwise approved by University:

1. The UMASS Logo may only be used as provided by UMASS. Except for size, the UMASS Logo may not be altered in any manner, including proportions, colors, elements, etc., or animated, morphed, or otherwise distorted in perspective or dimensional appearance.
2. The UMASS Logo may not be combined with any other object, including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features, or symbols.
3. The UMASS Logo must stand alone. A minimum amount of empty space must surround the UMASS Logo separating it from any other object, such as type, photography, borders, edges, and so on. The required area of empty space around the UMASS Logo must be X, where X equals $\frac{1}{2}$ the height of the UMASS Logo.
4. The official color of UMass Amherst is PMS 202.
 - a. On coated papers PMS 202 is recommended.
 - b. On uncoated papers PMS 201 is recommended.

Branded sub-domain(s): umass.amazon.com

Addendum F**Nondisclosure Agreement**

In connection with the parties' commercial relationship or discussions about a possible relationship or transaction (the "Relationship"), each party may receive confidential information from the other party. Accordingly, Amazon and University hereby agree as follows:

- 1. Affiliates; Confidential Information.** The term "Confidential Information" means all nonpublic information concerning the Relationship disclosed by either party, its Affiliates, or their agents (as applicable, such entities collectively, the "Disclosing Party") to the other party, its Affiliates, or their agents (collectively, the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the Disclosing Party's technology, products, services, processes, data, customers, business plans and methods, promotional and marketing activities, finances and other business affairs, and (ii) third-party information that the Disclosing Party is obligated to keep confidential.
- 2. Exclusions.** Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Addendum F (provided, however, information that is rumored or reported does not become public based only on such rumors or reports), (ii) was known by the Receiving Party prior to its receipt from the Disclosing Party, (iii) is disclosed to the Receiving Party from any third party, except where the Receiving Party knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act, (iv) is independently developed by the Receiving Party without use of any Confidential Information, or (v) is or becomes public as a matter of law.
- 3. Use and Disclosure of Confidential Information.** The Receiving Party will use Confidential Information only in connection with the Relationship. Except as provided in this Addendum F, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information.
- 4. Receiving Party Personnel; Affiliates.** The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its directors, officers, employees, contractors, agents, legal and accounting advisers, and entities controlled by the Receiving Party (collectively, "Personnel") who (i) have a need to know Confidential Information in connection with the Relationship, (ii) are informed of the confidential nature of the Confidential Information, and (iii) have obligations with respect to the Confidential Information that are consistent with this Addendum F. Each of Amazon and University will ensure that its Affiliates comply with this Addendum F.
- 5. Disclosures to Governmental Entities.** The Receiving Party may disclose Confidential Information as required to comply with orders of governmental entities that have jurisdiction over it or as otherwise required by law.
- 6. Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, neither party will use any trade name, trademark, logo or any other proprietary rights of the other party (or any of its Affiliates) in any manner without prior written authorization of such use by a Vice President of such other party.



7. **Notice of Unauthorized Use.** The Receiving Party will notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Addendum F by the Receiving Party. The Receiving Party will cooperate with the Disclosing Party to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. **Return of Confidential Information.** Subject to compliance with orders of governmental entities that have jurisdiction over it or as otherwise required by law, the Receiving Party will return or destroy all tangible materials or portions thereof constituting Confidential Information (including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request.

9. **Injunctive Relief.** The Receiving Party acknowledges that a breach of its obligations under this Addendum F could cause irreparable harm to the Disclosing Party as to which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Addendum F.

10. **Scope; Termination.** This Addendum F covers Confidential Information disclosed by the Disclosing Party on and after February 1, 2014. This Addendum F automatically will terminate upon the earlier of (i) termination of all written agreements between the parties or their Affiliates regarding the Relationship, or (ii) if no agreements are executed, termination of discussions between the parties or their Affiliates regarding the Relationship or delivery of written notice terminating this Addendum F; provided, however, that (i) each party's obligations with respect to the other party's Confidential Information will survive for three (3) years following termination, and (ii) Sections 6, 9, 10, and 11 will survive indefinitely.

11. **Miscellaneous.**

11.1 The Disclosing Party acknowledges that the Receiving Party may now have, or in the future may develop or receive, information that is the same as, or similar to, Confidential Information without having breached this Addendum F. Nothing in this Addendum F (a) prevents the Receiving Party from using, for any purpose and without compensating the Disclosing Party, information retained in the memory of the Receiving Party's Personnel who have had access to Confidential Information or (b) obligates the Receiving Party to restrict the scope of employment of the Receiving Party's Personnel; provided, however, that this section does not create a license under any copyright or patent of the Disclosing Party.

**Addendum G
Amazon Store**

1. Generally. Amazon will operate the Store for University described in Addendum H. Amazon acknowledges that University owns the Building, as described in Addendum H.

1.1 Store Launch Date. The “Store Launch Date” means the date upon which the Parties first make the Store generally available to the public. The Parties intend that the Store Launch Date will occur on or before May 31, 2015. Neither Party will be in breach of this Agreement if the foregoing date is not met.

1.2 Trade Name. The Parties agree that the trade name to be used for the Store will be ‘Amazon Campus Pickup’.

1.3 Build-out Cost.

(a) Prior to the Store Launch Date, Amazon will spend up to a maximum of \$260,000 (the “**Capital Expenditure Budget**”) to build out the Store. The Capital Expenditure Budget will include, but not be limited to construction (including cabling and infrastructure to the wall), paint, wall treatments/slatwall, floor treatments, specialty lighting, furniture, store fixtures, graphics, and signage.

(b) All design fees and fees associated with planning the Store will be incurred solely by Amazon, and may not be included as part of the Capital Expenditure Budget. The University will not be liable to Amazon for the reimbursement of any design or planning fees expended by Amazon for the Store.

(c) The Commission payable to University pursuant to Addendum D will be reduced by an amount equal to the capital expenditures spent by Amazon in excess of the Capital Expenditure Budget (“**Excess Capital Expenditures**”). University and Amazon will agree upon a payment schedule on or before the Store Launch Date.

1.4 Build-out Services, Utilities and Other Charges.

(a) University’s facilities and alterations department will provide Amazon with finishing, development, and improvement services (“**Build-Out Services**”) for the Store. University represents that the pricing offered to Amazon for Build-Out Services will at all times be as favorable as that offered to University’s other tenants receiving Build-Out Services from University similar in scope, volume, and subject as the Build-Out Services University is rendering Amazon for the Store. If University offers to provide Build-Out Services to another tenant on terms that are more favorable than the terms offered to Amazon, University will notify Amazon of such terms, and at Amazon’s election such terms will be applied to Amazon’s purchase of Build-Out Services.

(b) University will provide Amazon with telecommunications services (including campus wired network access, telephone services, voice answering systems), physical security services, utilities (including water, electricity, heating, ventilation and air conditioning), and parking at the rates specified on Exhibit A to this Addendum G, which may be updated by University from time to time by providing written notice to Amazon, provided that in no event will any rate offered to Amazon for any utility or other service charge be higher than the rates offered or charged to University’s other tenants.

(c) Amazon will pay University for the Build-Out Services, utilities, and other charges specified in this Section 1.4 in accordance with this Agreement, subject to receipt of University’s invoice. The invoice will be in a form and content reasonably acceptable to Amazon and will contain sufficient information to allow Amazon to determine the accuracy of the amounts billed. The Parties agree that payment terms will be net 30 days of receipt of invoice and acceptance of services by Amazon.

1.5 Store Operations. Amazon, at its sole expense, will provide all management, labor, equipment, goods and supplies required to operate the Store. The Store will be staffed with at least 1 full-time manager, 1 full-time assistant manager, and at least 2 part-time supervisors. The Parties agree that the Store hours of operation will be Monday through Friday, 10:00 a.m. through 10:00 p.m. ET, and weekend hours of operation will be 10:00am through 4:00pm ET, excluding holidays, reasonable closure time for routine repairs and maintenance, renovations, relocation, and repairs or restoration due to casualty or condemnation. The Parties will periodically review and mutually agree upon changes to hours of operation in writing, including holiday and summer hours.

1.6 Janitorial Service. Amazon will provide its own janitorial services for the Store, in accordance with the standards attached as Exhibit B to this Addendum G. Amazon may, at its sole discretion, contract with Auxiliary Enterprises for the provision of janitorial services. If Amazon elects to do so, University will ensure that the rates charged to Amazon are as favorable as those provided to other University tenants.

1.7 University Approval. Prior to the commencement of any construction and outfitting, the design and construction documents for the Store will be subject to University's prior written approval, not to be unreasonably delayed or withheld. Failure of University to approve the design and construction documents for the Store in a timely manner relieves Amazon of all obligations under this Agreement relating to the Store, and Amazon may terminate this Agreement in its discretion, and University agrees that it will have no rights or remedies against Amazon as a result of such termination.

2. Access. University will allow campus access to vehicles and personnel as reasonably required to facilitate package delivery to the loading dock and/or other campus locations, including Amazon Lockers.

3. Amazon Lockers.

3.1 The Locker Program. The Amazon Locker is a storage unit for deliveries and returns authorized by Amazon. Amazon may place Amazon Lockers in mutually-agreeable locations ("University Locations"). University will provide appropriate and necessary space and utilities (e.g., electricity and internet access) and access for Amazon to place, maintain and operate Amazon Lockers at a minimum of 4 and up to 7 University Locations.

3.2 Lockers will be wrapped exclusively in Amazon-chosen branding, subject to University's approval. All fees related to the manufacture, transportation, and installation of the Amazon Lockers will be borne by Amazon and will not be included as a part of the Capital Expenditure Budget. Amazon will pay any costs related to internet access within 60 days of receipt of an invoice from University.

3.3 University will allow designees of Amazon, including Amazon and its affiliates' carriers, customers, employees, contractors, subcontractors, representatives and agents (collectively, its "Personnel") to access the Amazon Lockers to deliver, retrieve or return products.

3.4 University Locations may be added or removed from time to time by mutual agreement of the parties (by any commercially reasonable means of communication in advance, including by mail exchange among authorized representatives with proposal/request and confirmation). Electricity expenses will be borne by University, and internet connection expenses will be borne by Amazon.

3.5 Amazon owns each Amazon Locker, and risk of loss or damage to the Amazon Locker is Amazon's (excluding loss or damage caused by the negligence, recklessness, willful misconduct or failure to comply with the terms of this Agreement by University or University's Personnel, which loss or damage will be the responsibility of University). University's liability under this Section 3.5 may be subject to Mass. Gen. Laws ch. 258.

3.6 University will keep the area around the Amazon Locker clean and in good working condition, free from any defects, repair or maintenance obligations, or debris or other environmental conditions (such as ice or snow), and will use reasonable efforts to close any open locker doors if on-site staff notices that a door is left open. University will not place items on or directly in front of the Amazon Locker. Upon notice from Amazon, and upon University agreement, University will repair any defect or other environmental condition to any University Location premises or property that adversely impacts an Amazon Locker.

3.7 University will not modify, move, relocate, unplug, disassemble, or tamper with the Amazon Locker in any way. If University desires to relocate the Amazon Locker from its then-current placement on either a temporary or permanent basis for any reason, University will provide two weeks' prior written notice to Amazon at the phone number set out in Section 3.8, specifying the Amazon Locker to be affected and the details of the relocation. The relocation and reinstallation of an Amazon Locker will be performed exclusively by Amazon, and any associated expense will be borne by University.

3.8 If University or University's Personnel become aware of any issue with the Amazon Lockers, they will promptly notify Amazon Customer Service at 1-877-346-6244.

3.9 For outdoor University Locations, Amazon may install a wall bracket (top of the locker) and/or concrete bolts (Based of the locker) to secure installation of an Amazon Locker. Amazon will be responsible for reasonable repair of any surfaces damaged by the installation or removal of such wall brackets or concrete bolts.

3.10 License. University, as licensor, grants to Amazon and its Personnel, as licensee, a license to each University Location (including ingress and egress therefrom) to (a) install, maintain, inspect, repair, and operate one or more Amazon Lockers, including any necessary utility and internet connections, in mutually agreed-upon designated space at such University Location (which space may be outside); (b) occupy and use such designated space for the Program described above and any reasonable related business purposes; and (c) in connection with termination of this Agreement or a University Location, remove Amazon Lockers located at such University Location. In addition, University will allow Amazon to install signage in and around the University Location to direct customers to and advertise the presence of the Amazon Locker, subject to University's reasonable approval as to size and location.

3.11 No Fees. University is not required to pay Amazon any fee or other compensation in connection with the Program. Amazon is not required to pay University any fee or other compensation in connection with the Program (including for the license to or use of the University Locations or for University's assistance with the Program).

3.12 Termination. If this Agreement expires or terminates for any reason, the parties may mutually agree that this Section 3 will survive termination of the Agreement until either party gives the other party 30 days' prior written notice of termination; provided that University may not terminate this Section 3 with an effective termination date during any October 1 through January 15 period. Amazon will remove its Amazon Lockers from the University Locations within 10 business days after the effective date of the termination of this Section 3 at its sole cost. Neither party will have any liability to the other (including for any fee or other compensation, for any damages, any loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures, investments, leases or commitments) in connection with or as a result of any termination of this Agreement.

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**Exhibit A to Addendum G
Utilities and Other Charges**

The following rates are adjusted yearly based on actual cost to provide the service. In no case will Amazon be charged more than the standard University rates as they are applied to University auxiliary operations.

1. Campus wired network, telephone services, and voice answering system at the standard University rates.

The rates for FY 15 are below.

2. Utilities, electricity, HVAC, etc.

The Campus Center is metered. Auxiliary operations are assessed the cost for utilities based on a rolling three year average of actual expense (e.g. the FY 14 assessment was the average of FY 11, 12 and 13 actual). The University will calculate the cost per square foot based on this average and Amazon will be billed yearly for its share of the utility expense by multiplying the square footage assigned to Amazon by the then cost/sq. ft. For FY 15, we estimate the cost per square foot to be \$7.56/sq.ft

The following rate is negotiated with the collective bargaining unit representing police. In no case will Amazon be charged more than the standard rates as they are applied to all other third party vendors.

1. Security service for the Store provided by the University in the same manner provided for other University buildings.

Free of charge.

2. For University police officers for special duty, the current detail rate is patrolman: 49.94/hr; sergeant: \$60.22/hr; and lieutenant: \$72.12.

Parking rates are publicly available at <http://parking.umass.edu/index.php/permits/permitfees/>. In no case will Amazon be charged more than the standard University rates for parking.

**LIST OF CURRENTLY APPROVED FEES
FY2015**


Name: Telecommunication Services
Fund: 51333

CURRENTLY APPROVED FEES:

	FY14	FY15
Details: See Attached		
MAC (Move, Add, Change) labor rate	\$70/hour	\$70/hour
IT Residential Services Fee (Includes \$5 reallocation to Computing)	\$42/semester	\$42/semester
Long distance - interstate and intrastate	.08/minute	.08/minute
Long distance - intralata	.044/minute + .01/call	.044/minute + .01/call
Digital Line	\$13/month	\$13/month
Analog Line	\$23/month	\$23/month
Family Housing Tenants (per month)	\$30.00	\$30.00
Summer Telecommunications Fee (per month)	\$30.00	\$30.00
Continuing Ed Summer Telecommunications Fee (per session)	\$40.00	\$40.00
Ethernet Connection -- 10 MBps	\$3/month	\$3/month
Ethernet Connection -- 100 MBps	\$5/month	\$5/month
Virtual Number	\$8/month	\$8/month
Personal Number w/ECA	\$5/month	\$5/month
T1 Circuit - P2P w/o repeaters	\$24/month	\$24/month
T1 Circuit - P2P w/ repeaters	\$50/month	\$50/month
Telephone Recording Adapter	\$5/month	\$5/month

See attached for a detailed listing of monthly charges.

These are the fees for use in FY 2015
(Including Changes)


Signature Date
Janet Turnbull
Printed Name of Signee

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3/4/2014



MONTHLY CHARGES (FY15)

	Total Monthly
601 Telephone and line -----	\$20.00
631 Telephone and line -----	\$30.00
661 Telephone and line -----	\$34.00
662 Telephone and line -----	\$50.00
211/4220 Telephone and line -----	\$20.00
212/4222 Telephone and line -----	\$25.00
213/4223 Telephone and line -----	\$35.00
4225 Telephone and line -----	\$41.00
213A/4223A Telephone and line -----	\$45.00
213B/4223B Telephone and line -----	\$54.00
4422 IP Office Telephone and line -----	\$26.00
4425 IP Vision Telephone and line -----	\$41.00
Ethernet Connection -----10 MBps -----	\$ 3.00
100 MBps -----	\$ 5.00
1000 MBps -----	\$13.00
LAN Connection -----	\$ 1.50
Analog Line (Limited Availability) -----	\$23.00
Digital Line only -----	\$13.00
Local Line Access Charge -----	\$ 3.00



MONTHLY CHARGES

Features	Monthly Charge
ADN - Each Appearance -----	\$ 3.00
Virtual Number -----	\$ 8.00
Common Bell Group (Per Group) -----	\$18.00
Hot Line (One Way) -----	\$ 1.00
MDN - Each Appearance -----	\$ 2.00
Personal Number w/ECA -----	\$ 5.00
Voice Mail	
Basic Mailbox -----	\$ 5.00
Basic Mailbox W/50 Messages -----	\$ 6.00
Basic Mailbox W/135 Messages -----	\$10.00
Basic Mailbox W/Long Greeting -----	\$ 6.00
Campus Messenger -----	\$ 0.00
Campus Messenger with Personal Greeting -----	\$ 5.00
ECP Mailbox (Menu Mailbox) -----	\$ 8.00
Enhanced Mailbox -----	\$ 8.00
Fax Broadcast Mailbox -----	\$ 5.00
Fax Response Mailbox -----	\$10.00
Fax Station Mailbox -----	\$ 5.00
Forms Mailbox -----	\$ 5.00
Listen Only -----	\$ 5.00
System Distribution List -----	\$10.00
Transcriber Mailbox -----	\$ 5.00
Transfer Box -----	\$ 1.75
TUG Rep Mailbox -----	\$ 0.00
Accept 2nd Call -----	N / C
Call Hunt with members -----	N / C
Group Call Pickup -----	N / C
IAD / Speed Numbers -----	N / C

Applications (Solidus)

Phone/Desktop Manager Agent -----	\$35.00
Desktop Manager Supervisor -----	\$50.00
ACD (Queue) Message -----	\$ 8.00
CCM (Information Manager) -----	\$50.00

Special Circuits

Jack to BDF / IDF (Per Pair) -----	\$ 1.50
Jack to BDF / IDF (Jack to Jack in Bldg.) -----	\$ 3.00
Jack to Jack (Between Buildings, Per Pair) -----	\$12.00
T1 Circuit - Point to Point (without repeaters) -----	\$24.00
T1 Circuit - Point to Point (with repeaters/muxes) -----	\$50.00
QSIG E1 Circuit - Point to Point (with repeaters) -----	\$100.00

Exhibit B to Addendum G Janitorial Standards

Tasks performed nightly:

- Empty trash and replace plastic liners in trash cans.
- Clean telephones.



- Spot clean door glass, door knobs and push plates.
- Dust all appropriate surfaces.
- Pick up debris on floor.
- Spot clean wall and fixtures marks and dirt.
- Spot vacuum under trash cans.
- Spot vacuum isle areas.

Tasks performed weekly:

- Wash trash cans if soiled.
- Detail dusting.
- Wash glass surfaces and door fixtures.
- Detail vacuum room.

Addendum H

Occupancy

On behalf of the University, the University of Massachusetts Building Authority owns the Murray D. Lincoln Campus Center located at 1 Campus Center Way, Amherst, MA 01003 on the Amherst campus of the University and is referred to herein as the "Building". Pursuant to contracts for financial and management services between the University and UMBA, the University manages and operates the Building in accordance with the University's purposes. The University is authorized by UMBA to license portions of the Building to Amazon in accordance with the terms of the Agreement.

1. **Demise, Possession, and Term.** University hereby grants to Amazon, and Amazon along with its employees, contractors, subcontractors, invitees and guests a license to occupy, possess, and use the Store and the Package Sort Area (defined below) on an exclusive basis, together with all rights, privileges, easements, and appurtenances belonging or in any way pertaining to the Store or the Package Sort Area, including, but not limited to, the use of, and reasonable access to, any common areas of the Project, the loading dock shown on Exhibit B (the "Loading Dock"), and the roadways, pathways, and "back of house" hallways, corridors, and elevators that are necessary or desirable for access to the Loading Dock and/or other campus locations, including to the Amazon Lockers, or to the operation of the Store and the Package Sort Area (collectively, the "Access Areas"), for the Store Term (defined below). As part of the University Work (defined below), University will provide either (a) sufficient space at the Loading Dock for a trailer that will fit in the bay, or (b) an approximately 300 to 600-square foot secure area in a mutually agreed location (the "Package Sort Area"), as well as an additional temporary 750 to 1000-square foot secure area (the "Temporary Package Sort Area") located in the southwest area of the campus or the exterior parking lot adjacent to the Loading Dock for the purposes of package sorting, storage, loading, and unloading. During the Store Term, Amazon will have access to, and exclusive use of, the Store and the Package Sort Area during the Building's regular Loading Dock hours and non-exclusive but unrestricted access to, and use of, the Access Areas and the Loading Dock, subject only to University's policies governing the operation and use of the Loading Dock applicable to other users thereof, applied in a non-discriminatory manner. Amazon will have access to, and exclusive use of, the Temporary Package Sort Area during mutually agreed times during and around the Peak Window (defined in Section 5 below). Each Amazon employee will be provided with an access card or other means to access the Store, the Loading Dock, Temporary Package Sort area, and the Package Sort Area at no additional cost to Amazon, and University will advise its security personnel of Amazon's access rights. The term of this Addendum (the "Store Term") commences on the date (the "Store Commencement Date") that University has delivered both the Store and the Package Sort Area to Amazon and has provided Amazon with access to, and use of, the Loading Dock, the Access Areas, and the common areas of the Project as required by this Addendum in the Delivery Condition (defined below) and will continue unless and until the Term (as defined in Addendum D to this Agreement) expires or is earlier terminated. If Amazon is unable to open for business in the Store or Package Sort Area on or before the Launch Date Deadline due to no fault of Amazon, including, without limitation, due to University's failure to deliver the Store or Package Sort Area to Amazon in accordance with Section 3 by the Delivery Date Deadline, Force Majeure, and/or acts of the University, then Amazon will be entitled to an amount equal to the sum of the number of days that the aforementioned areas are not available divided by three hundred and sixty-five (365) and multiplied by the Guaranteed Annual Payment. The Delivery Date Deadline is the date 4 months and 15 days after Amazon provides design documents for the Store to University. The Launch Date Deadline is the date 2 months after the Delivery Date Deadline. Amazon will be entitled to early access to the Store, the Package Sort Area, the Loading Dock and the Access Areas upon execution of the Agreement for the purposes of performing investigations (including structural investigations), monitoring University's construction work, installing Amazon's furniture, fixtures, and telecommunications and other equipment, performing any work to be performed by Amazon as set forth on Exhibit E or otherwise approved by University pursuant to Section 6 below, bringing inventory into the Store and the Package Sort Area and otherwise preparing for business operations in the Store. University represents and warrants that upon payment of the Commission (except as otherwise set forth in this Agreement) and performing and observing the agreements on its part to be performed and observed under this Agreement, Amazon will peaceably and quietly have, hold, and enjoy the Store, the Loading Dock, the Package Sort Area, and the Access Areas during the Store Term. To the extent that in the future the Project, Building, and/or Store becomes subject to a ground lease, mortgage, or deed of trust or other encumbrance, Amazon will not be required to subordinate its interest in the Store and/or the Package Sort Area unless University obtains for Amazon a non-disturbance agreement in a form acceptable to Amazon.

2. Commission. The Commission set forth in this Agreement to be paid by Amazon includes payment in full for the use, occupancy, and possession of the Store and the Package Sort Area; access to, and the use of the Loading Dock, the Access Areas and the common areas of the Project; and all related rights and services except as otherwise specified in Addendum G; and no additional fees or possessory interest taxes, or rental will be applicable. Amazon shall have the right to supplement such Internet service or cable or provide alternatives to any Internet and/or cable service provided by University as long as such supplemental service does not materially negatively impact University's telecommunications.

3. Delivery Condition, Care and Use of the Store. University will deliver the Store and the Package Sort Area to Amazon (a) with the work described on Exhibit F ("**University's Work**") complete; (b) with all Building Systems (as defined) in good condition and working order; and (c) in compliance with all applicable federal, state or local laws, ordinances, regulations or building codes (including the Americans with Disabilities Act of 1990 as amended) (collectively, "**Law(s)**") and at the time of such delivery the Loading Dock, the Building, the Access Areas and common areas of the Project, will also be in compliance with all applicable Laws (all of the foregoing, the "**Delivery Condition**"). Amazon shall not and will not be required to make any alterations, repairs, or improvements to the Store, the Package Sort Area, the Loading Dock, the Building, or any other part of the Project in order to comply with Laws or other governmental requirements except for non-structural alterations to the Store and/or the Package Sort Area required by applicable Laws that first go into effect after the Commencement Date if such alterations are required due to Amazon's particular use of the Store and/or Package Sort Area, as applicable (as opposed to general use). The Store and the Package Sort Area may be used for storage, staging, sorting, delivery, and pickup of items for sale through the Amazon Site and Amazon's affiliated websites, for display, demonstration, use, and sale of Textbooks, devices such as Kindle, and similar products and devices to University's students, for development and provision to students of casual "hangout," socializing, and study space, and for any other legally permitted uses (all of the foregoing, the "**Permitted Uses**"). Notwithstanding anything contained in this Agreement to the contrary, Amazon will have no obligation to operate or otherwise conduct any business in the Store. The days and hours of operation thereof will be determined as set forth in Addendum G. University and Amazon agree that the Guaranteed Payment is a fair and substantial payment and that no obligation to operate may be inferred from the right of University to license the Commission. The trade name to be used for the store will be Amazon Campus Pickup. University will provide waste and trash disposal service to the Store and the Package Sort Area.

4. Hazardous Materials. University represents and warrants to Amazon that, to the best of its knowledge:

- there are no known unhealthy mold conditions within the Building
- asbestos and lead does exist in and on some Building materials however, it is intact and maintained in good condition
- PCB has not been thoroughly tested in the Building, however the Building was built during the time frame that PCBs were utilized in building materials. PCBs were found in the window caulk at less than 50 ppm
- there are no CERCLA sites affiliated with the Building. There are however sites listed, as required, under the Massachusetts Contingency Plan relative to Campus Center Way and Campus Center Service Road.
- departments in the Building (e.g. custodial and maintenance) may store and utilize some materials that are Hazardous Materials, however, they are stored and used in an approved manner in accordance with MSDS Sheets

The University's Environmental Health and Safety Division maintains responsibility for insuring that Hazardous Materials and environmental health issues are promptly addressed both on campus and in the Building. Amazon agrees that it shall not cause any Hazardous Materials to be used, generated, stored or disposed of on, under or about, or transported to or from the premises. In addition to any other indemnification obligations in this Agreement, to the extent permitted by Massachusetts law, University will indemnify, defend, and hold Amazon harmless from and against any and all losses, claims, demands, actions, fines, suits, damages (including, without limitation, punitive damages), penalties, liabilities, expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, reasonable attorneys' fees, consultant fees or expert fees) (collectively, "**Claims**") that are brought or recoverable against, or suffered or incurred by Amazon that arise from any Hazardous Materials that are not brought into the Project by Amazon. The

obligations under this Section 4 will survive the expiration or earlier termination of this Agreement. The term “**Hazardous Materials**” means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any Environmental Requirements; asbestos and petroleum, including crude oil or any fraction thereof; and natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). The term “**Environmental Requirements**” means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Store or the environment, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued under those laws.

5. **Maintenance.** University will maintain all building systems (including, but not limited to, all fire sprinklers and other fire and life safety systems, HVAC, mechanical, electrical, plumbing, elevators, water and sewer (the “**Building Systems**”)), all structural portions of the Building, all portions of the Building other than the interior of the Store and the Package Sort Area (including the roof of the Building), the Loading Dock, the Access Areas, and the common areas of the Project in good condition repair during the Store Term. Such maintenance obligation shall include, without limitation, pest control and replacement of light bulbs on University’s regular schedule for the Project. Subject to the University’s obligations set forth in this Section 5, Amazon will maintain the interior portions of the Store and the Package Sort Area in good condition and repair during the Store Term (and provide its own janitorial services pursuant to the provisions of paragraph 1.6 of Addendum G). If University desires to do any work (maintenance, repairs, or otherwise) that would require an interruption of power or any other utility to the Store, the Loading Dock, or the Package Sort Area, cause any interference with, or disruption of, Amazon’s normal business operations (including without limitation any excess noise or vibration) or impede access to the Store via use of the Access Areas, the Loading Dock, or the Package Sort Area, the following requirements will apply in addition to any other requirements in this Agreement (except in the event of an emergency where necessary to prevent imminent damage to persons or property, in which case the following requirements will apply only to the extent feasible): (a) unless otherwise agreed in writing by Amazon, University will give Amazon at least 10 days’ advance written notice of any such work planned to occur during the Peak Window (defined below) and if planned to occur outside the Peak Window, not less than 2 business days’ advance written notice; (b) unless otherwise agreed in writing by Amazon, no such work may occur during any period beginning two weeks before any school start date and ending two weeks after such school start date or during the Textbook buyback period (e.g., currently the week before, the week of, and the week after final exams) (the “**Peak Window**”); (c) such work may only occur at times reasonably approved by Amazon; (d) to the extent entry into the Store or the Package Sort Area is required, such entry will be made in accordance with the provisions of Section 12 below; and (e) University agrees to use its best efforts to minimize disruptions to Amazon’s operations and will work closely with Amazon’s on-site representative.

6. **Alterations.** University will provide the alterations and improvements to the Store shown on the design drawings attached as Exhibit E and any non-material changes thereto and/or evolution thereof (the “**Initial Improvements**”), which Initial Improvements will be at Amazon’s sole cost and expense. Amazon may not make any further alterations or improvements to the Store or the Package Sort Area after completion of the Initial Improvements without University’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Amazon will also have the right, without University’s consent or approval, to erect or install shelves, wall display systems, retail displays, furnishings, bins, trade fixtures, displays, and telecommunications lines, and such items will not be considered alterations or improvements. Amazon has the right to control the aesthetics, look, and feel of the interior improvements at the Store.

7. **Signage.** University will install at least 1 Store identification sign generally described in Exhibit G. The signs will be in locations requested by Amazon, subject to University’s reasonable approval. If any signage subsequently becomes available within a reasonable proximity of the Store, the Parties will negotiate in good faith to give Amazon the right to a fair share of such signage.

8. **Parking.** Amazon may purchase parking permits in accordance with Addendum G. University will also provide adequate parking for Amazon’s delivery trucks in the area immediately adjacent to the Loading Dock.

9. **Termination Rights.** Termination rights are defined in Addendum D section 1.2 to 1.4.

10. Casualty. Within 10 days of the occurrence of a casualty damaging the Building, the Store, the Package Sort Area, the Loading Dock, or any of the Access Areas, University will notify Amazon of the estimated time to repair the damage (the "Repair Notice"). University acknowledges that the Store, the Loading Dock, the Package Sort Area, and the Access Areas are all critical to Amazon's operations, and agrees that Amazon shall have the right to terminate this Agreement by giving written notice to University within 30 days after Amazon's receipt of the Repair Notice if any of the Store, the Loading Dock, the Package Sort Area or the Access Areas are damaged or destroyed to such an extent that it cannot reasonably be restored within one 180 days after the casualty.

If this Agreement is not so terminated, University will restore the Store, the Loading Dock, the Package Sort Area, and/or the Access Areas, as applicable, to the condition that existed prior to any damage caused by casualty to the extent that such damage is covered by insurance carried or required to be carried by University under this Agreement. University's commitments in the Repair Notice to repair times will be deemed material covenants. All construction and/or repairs must be made in a manner consistent with and in accordance with all applicable Laws. Such damage will be repaired in architecture and quality consistent with conditions existing prior to the casualty and with facilities and amenities comparable to such structure being replaced. If the damage has not been repaired within 180 days after the date of the casualty for any reason, including Force Majeure, then Amazon may terminate this Agreement in accordance with Addendum D Sections 1.2 and 1.4. If at any time after the Store Launch Date, any portion of the Store, the Loading Dock, the Package Sort Area, or the Access Areas is not usable for Amazon's regular operations due to casualty damage or the repair of casualty damage, or otherwise, for a period of longer than two (2) weeks, then the Commission shall abate in the amount of fifty percent (50%) for every day of interruption beyond the initial two (2) week period.

11. Condemnation. University will notify Amazon within 10 days of its knowledge of any proposed taking or threat of condemnation of any of the Building, the Store, the Package Sort Area, the Access Areas, or any other portion of the Project. If, during the Store Term, (a) more than 30% of the Project; (b) more than 15% of the Store; or (c) any portion of the Package Sort Area, the Loading Dock, or any of the Access Areas is taken (unless University provides a replacement satisfactory to Amazon), for any public or quasi-public use under any Law or by right of eminent domain or is sold to the condemning authority under threat of condemnation, Amazon will have the right to terminate this Agreement effective as of the date of such taking by the condemning authority. Amazon shall have the right to claim from the condemning authority all compensation that may be recoverable by Amazon on account of any loss incurred by Amazon.

12. University's Access; Personal Property. University reserves the right to enter into and upon the Store on not less than 2 business days' advance written notice (except in an emergency where it is necessary to prevent imminent damage to persons or property, when University will provide notice that is reasonable under the circumstances) to inspect the Store, perform any maintenance, make any repairs, or provide any service that may be required or permitted pursuant to this Addendum; except that unless otherwise agreed in writing by Amazon or in case of an emergency where necessary to prevent imminent damage to persons or property, during the Peak Window University must give Amazon at least 10 days' advance written notice of such entry and University will not enter the Store without the advance written consent of Amazon. Except in case of such an emergency where necessary to prevent imminent damage to persons or property (a) University, University's representatives, and any other party may enter the Store only when accompanied by a representative of Amazon and (b) any entry to the Store will be subject to Amazon's security programs, procedures, and confidentiality requirements. In all cases University will use its best efforts to minimize disturbance of Amazon (including entry only after Amazon's business hours) and protect the Store and the property therein. In no event (including a default under this Agreement) will University have any lien or other security interest in any of Amazon's personal property located in the Store, the Package Sort Area, the Loading Dock, or elsewhere, and University hereby expressly waives and releases any lien or other security interest however created or arising.

13. Conflicts. To the extent there is a conflict between the provisions of this Addendum and any other provisions of this Agreement, this Addendum will govern as to the rights, obligations, and liabilities of the Parties with respect to the Store, the Loading Dock, the Package Sort Area, the Access Areas, and Amazon's use of any common areas of the Project.

14. Brokers. Each Party represents and warrants that it has dealt with no broker, agent, or other person in connection with this transaction and that no broker, agent, or other person brought about this transaction,

and to the extent permitted by Massachusetts law, each Party agrees to indemnify, defend, and hold the other harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the other Party with regard to this transaction.

15. Relocation. University will not have the right to relocate the Store, the Package Sort Area, the Loading Dock, or the Access Areas without the advance written consent of Amazon (which it may withhold in its sole discretion), and then only to a comparable space or area acceptable to Amazon in its sole discretion and at University's sole cost and expense.

16. Surrender of Premises. Upon expiration or earlier termination of the Store Agreement, Amazon will surrender the Store and the Package Sort Area to University in similar condition as on the completion of the Initial Improvements, except for normal wear and tear, casualty, or condemnation damage, any repairs or maintenance that are not expressly made Amazon's responsibility under this Agreement, and any other alterations or improvements. All of Amazon's personal property and all furnishings, movable trade fixtures, and equipment that are not permanently attached to the Store or the Package Sort Area, are deemed the property of Amazon, and, upon termination of the Store Agreement, Amazon has the right to remove them (and shall remove them under the circumstances required by paragraph 1.3 of Addendum D) so long as such removal and repair of any damage caused thereby is completed within 14 days after the later of (a) termination of the Store Agreement or (b) completion of the transition services specified in Section 1.4(a) of Addendum D to this Agreement, if any. University hereby waives any statutory, common law, or other lien on such property. In no event will Amazon be required to remove the University's Work, any Initial Improvements, or any other alterations or improvements to the Store or the Package Sort Area.

17. Amazon Default. Notwithstanding anything in this Agreement to the contrary, Amazon will not be in default for purposes of this Addendum H unless Amazon has been given written notice and fails to: (a) pay any amount due under this Agreement within 10 days after written notice that such amount is past due, or (b) cure any other default within 30 days after written notice of such default; except that where any such default cannot reasonably be cured within a 30-day period, Amazon will not be in default if Amazon commences to cure the failure within the 30 day period, and thereafter diligently pursues all reasonable efforts to complete the work necessary to cure the failure.

18. University Default. If Amazon notifies University that University's failure to perform its obligations under this Addendum H is causing material interference with Amazon's operations at the Store, the Package Sort Area, or the Loading Dock, University will: (a) respond to Amazon within 72 hours with a written statement of University's plan to address such failure, including the estimated time to do so; (b) commence implementation of such plan as soon as possible; and (c) will diligently pursue such plan to completion. If University fails to timely take any of such actions required to be taken by it, then Amazon may pursue remedies available under this Agreement.

19. Security. In order to secure property located at the Store, Amazon will cooperate with University to provide Store security, theft protection, and emergency procedures in case of fire or other casualty. Amazon will create and maintain a Store security plan reasonably acceptable to University for Textbook buyback, back-to-school season, and other special campus events. University will provide Amazon's personnel with the security clearances, keys and badges necessary for such person to operate the Store and the Package Sort Area. Amazon will have the right to provide supplementary security for the Store and the Package Sort Area including, but not limited to, hiring its own security guards, installing additional security devices, and establishing its own security policies and procedures.

20. Approvals. Except as otherwise expressly provided in this Addendum, whenever this Addendum requires an approval, consent, designation, determination, or judgment by either University or Amazon, such approval, consent, designation, determination or judgment shall not be unreasonably withheld, conditioned, or delayed.

21. No Estate Created. This License shall not be construed as creating or vesting in Licensee any estate in the Premises, but only the limited right of possession as herein described. Licensee may seek specific performance of only those obligations of Licensor provided in this Addendum H.

EXHIBIT A TO ADDENDUM H
DIAGRAM OF PREMISES

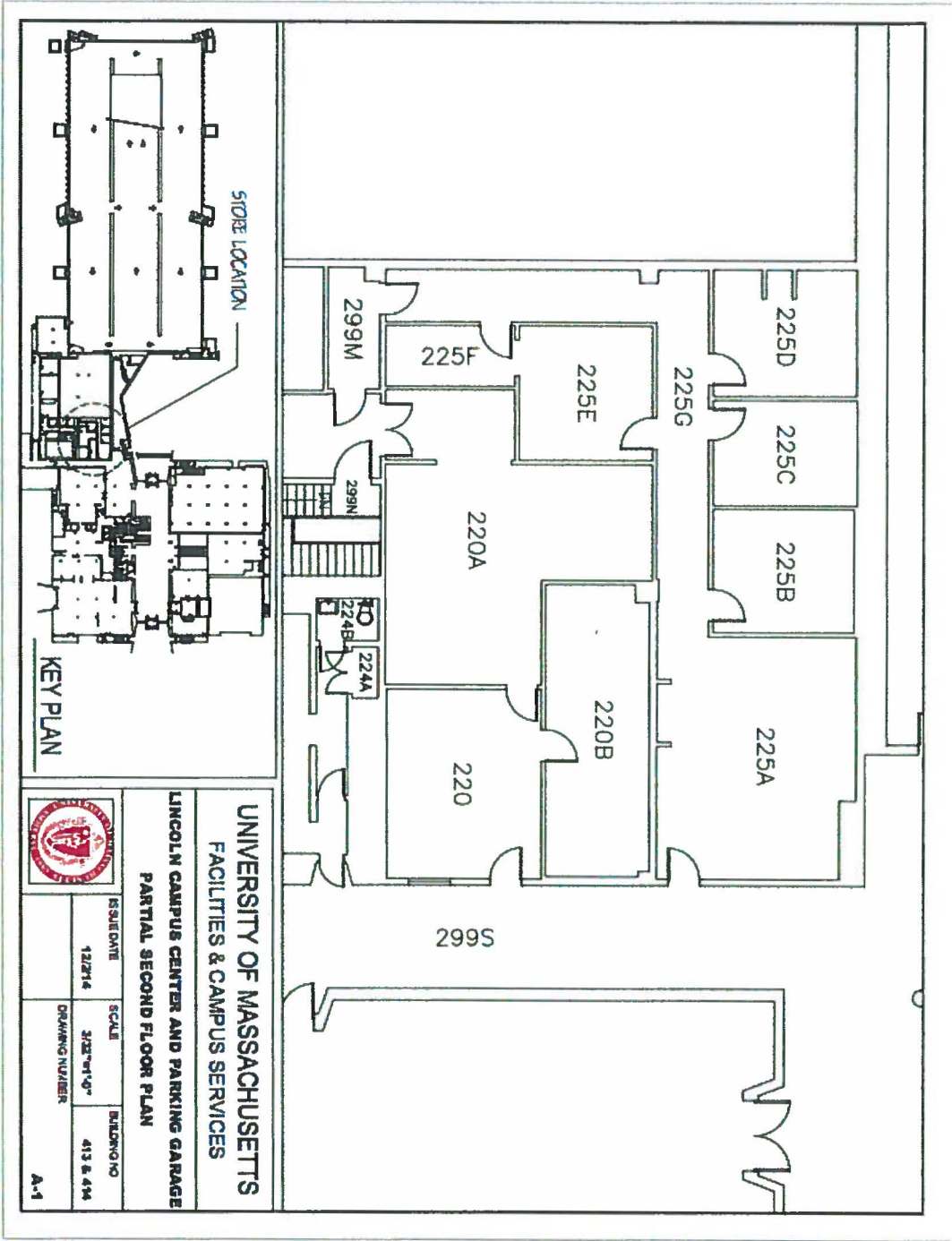


EXHIBIT B TO ADDENDUM H
LOCATION OF THE LOADING DOCK

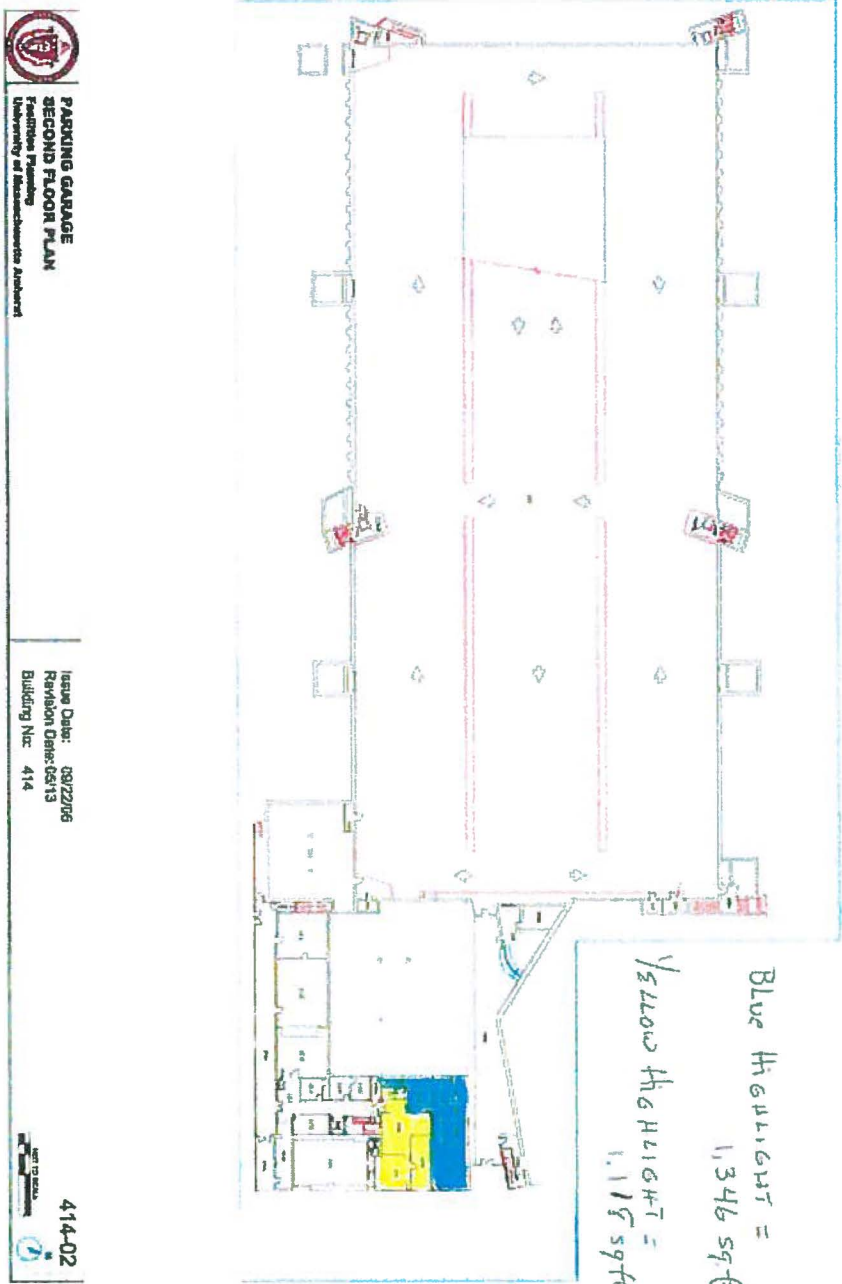


EXHIBIT C TO ADDENDUM H
LOCATION OF THE PACKAGE SORT AREA

To be mutually agreed.

EXHIBIT D TO ADDENDUM H

Intentionally omitted.



EXHIBIT E TO ADDENDUM H
THE INITIAL IMPROVEMENTS

Procurement and installation of:

- Shelving
- Proprietary Fetch Lockers
- Proprietary Fixtures and Fittings, including but not limited to the dimensional (box) ceiling, backwall, credenza, customer service desk and signage.
- Furniture
- Any other Amazon-owned items, e.g. non-inventory items such as scanners, printers, devices.

EXHIBIT F TO ADDENDUM H

UNIVERSITY'S WORK

University's Work will be based on Amazon's design and will include:

- Layout
- Demo
- Frame Interior Walls
- Backing
- Frame Soffit
- Wall Cover Inspection
- Rough in Electrical
- Rough in Sprinklers
- Rough in HVAC
- Rough in Data/Security
- Fire Alarm Rough in
- Install Door Jambs
- Install Wood Base
- Drywall
- Taping
- Painting
- Black Plain Soffit
- Grid Install
- Polish Floors
- Doors and Hardware
- Lighting
- Procurement of reclaimed wood for the walls and all other building materials
- Low-voltage work, such work to include receiving, uncrating, and making final connections to the proprietary network cabinet.*
- Installation of Amazon's proprietary corporate security system, such work to be performed by Hargas.*
- Management and oversight of construction process, following construction documentation provided by Amazon, from outset until substantial completion, such management to include management of subcontractors, schedule and costs.

*Low-voltage and security work will be based on Amazon design and specifications and performed by a subcontractor selected by Amazon through a competitive bidding process

EXHIBIT G TO ADDENDUM H

SIGNAGE

- Signage on the interior of the Building above the Store. This could be a “Blade” sign, wall or ceiling mounted, if there is no front facing approach to the space or both depending on the customer approach.
- Amazon may display poster signage or electronic signage in Store windows (exterior and interior).
- Amazon may display hours of operations sign on the exterior of Store (not limited to a door cling).
- Amazon may have up to 2 free standing signs on the exterior of the Store.
- Amazon may use stanchions and directional signage for crowd control.
- Signage will appear on all internal way finding signage within the Building, including wall and ceiling mounted signage, if available.
- Signage for the Store will appear on all campus maps located around the entire campus, if reasonably available.